

**Collective Bargaining Agreement Between the St Louis
Police Officers' Association, the City of St. Louis and the
Police Division of the City of St. Louis for the Police
Officer, Police Probationary Officer, Police
Officer (Trainee) Bargaining Unit**

PREAMBLE

This Agreement is entered into by the Employer, the City of St. Louis ("City"), by and through the Director of Personnel and its Police Commissioner on behalf of the City and the Police Division ("Police Division") of the Department of Public Safety, and the St. Louis Police Officers' Association/Fraternal Order of Police Lodge 68 ("Association").

WHEREAS, the officers employed by the City have duly designated the Association as their exclusive bargaining representative for the purpose of collective bargaining with the City; and

WHEREAS, the purpose of this Agreement is to provide an orderly collective bargaining relationship between the City, the Police Division and the Association representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends; and

WHEREAS, it is the intent of the City, Police Division and the Association to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings relating to employees' hours, workplace safety, and working conditions; and

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of police business and police administration; and

WHEREAS, the parties to this Agreement each consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement; and

WHEREAS, the parties recognize the primary responsibility of the Police Division and each of its members to protect the lives of the citizens they are sworn to serve as further embodied in the "Statement on the Value of Human Life" as amended and incorporated herein by reference; and

WHEREAS, the parties recognize the primary purpose of the Police Division is to carry out duties established by law, including but not limited to Section 84.343 of the Revised Statutes of Missouri; and

WHEREAS, the parties recognize the fundamental duties of Police Division law enforcement officers is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality, and justice" as embodied in the "Law Enforcement Code of Ethics" as amended and incorporated herein by reference;

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 -RECOGNITION

Section 1. Unit Description

The City and the Police Division hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to terms and conditions of employment of all full-time commissioned personnel of the Police Division of the Department of Public Safety (or "Police Division") holding the rank of Police Officer, Police Probationary Officer, or Police Officer (Trainee) as set forth below.

Included: All full-time commissioned personnel holding the rank of Police Officer, Police Probationary Officer, or Police Officer (Trainee) employed by the Police Division.

Excluded: All other employees employed by the Police Division including Police Officers regularly assigned to work out of the following offices: Police Commissioner's administrative staff; Law Department; and, confidential employees. The Association agrees that it shall not object to the designation of bargaining unit employees assigned to Internal Affairs, Force Investigation Unit, Body Worn Camera Unit, Public Information, Academy and Secondary Employment Unit as confidential employees during the term of this agreement.

Section 2. Definitions

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used:

1. "Association" means the St. Louis Police Officers' Association/Fraternal Order of Police Lodge 68, and its officers and representatives authorized to act on its behalf.
2. "City" means the City of St. Louis Missouri, its designees and/or successors.
3. "Police Division" means the St. Louis Metropolitan Police Division of the Department of Public Safety of the City of St. Louis.
4. "Commissioner" or "Appointing Authority" means the Police Commissioner of the St. Louis Metropolitan Police Division or his/her lawful designee.
5. "Employee," "Bargaining Unit Member," and "Officer" mean all full-time commissioned Officers of the Police Division, except those specifically excluded in this Agreement, holding the rank of Police Officer, or Police Probationary Officer, or Police Officer (Trainee).
6. "Bargaining Unit Work" means any work commonly considered to be a law enforcement function and/or work currently performed by Police Officers and Police Probationary Officers of the Police Division within the corporate limits of St. Louis or upon property owned by the City, including but not limited to, the following: enforcing criminal laws and traffic laws; responding to radio calls for police; investigating crimes; making arrests; processing crime scenes; seizing evidence; and, keeping the peace and providing for the general security of the City and its residents.
7. "Service" or "Employment" with the Police Division shall mean continuous employment with the City and its predecessor, the Board of Police Commissioners of the City of St. Louis.

8. "Police Probationary Officer" shall mean a commissioned employee at the rank of Police Probationary Officer who has not yet completed the period of probation.
9. "Job Class" for purposes of this Agreement means rank.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. Association Membership or Activity

Neither the City, Police Division nor the Association shall interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employees because of lawful Association membership or non-membership activity or status.

Section 2. Prohibition Against Discrimination

The Employer and Association prohibit discrimination on the basis of race, sex, religion, color, age (40 years and older), national origin, ancestry, disability, political affiliation and/or beliefs, marital status, sexual orientation, gender identity or expression, or genetic information in connection with terms or conditions of employment covered by this collective bargaining agreement. This policy prohibits retaliation against an employee who files a complaint and employees who report discrimination or who cooperate in an investigation of a complaint of discrimination.

The Employer and Association agree that the mandatory retirement age of sixty-five (65) does not constitute illegal discrimination under this Agreement or under current state and federal law.

The Employer may take appropriate action to prevent further discrimination in the event the Association violates this Section.

ARTICLE 3 -MANAGEMENT RIGHTS

Section 1. Management Rights

Except as otherwise expressed in this Agreement, the Association recognizes that the City and the Police Division possess the sole and exclusive right to operate and direct all of the Officers of the Police Division, in all aspects, including, but not limited to, all rights and authority granted by law including those rights and powers granted by Missouri statutes and the Charter of the City of St. Louis. In the event of any change in such laws that results in the City no longer possessing sole and exclusive right to operate and direct all of the Officers of the Police Division, all provisions of this Agreement shall be immediately terminated.

Management rights include, but are not limited to, the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

1. To maintain executive management and administrative control of the Police Division and its properties and facilities and the staff.
2. To plan, direct, control, assign and determine the operations or services to be conducted by officers of the Police Division.

3. To determine the methods, processes, means, staffing levels, and configurations of personnel by which the Police Division operations are to be conducted.
4. To select, hire, promote, schedule, train, assign, transfer, and evaluate work of bargaining unit members.
5. To direct and supervise the entire work force of the Police Division, including the establishment of work standards.
6. To demote, suspend, discipline, or dismiss officers in the Rank of Police Officer for just cause and in the rank of Police Probationary Officer or Police Officer (Trainee) with or without just cause.
7. To make, add, delete, alter, revise, amend, and enforce all ordinances, special orders, procedures, rules, pay regulations, and administrative regulations.
8. To introduce new or improved methods or facilities.
9. To contract out for goods and services.
10. The City and the Police Division have the sole authority to determine the purpose and mission of the Police Division.

Section 2. Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity other than the Police Division shall seek prior approval for such employment from the Police Division in accordance with Department of Personnel Administrative Regulation No. 97 and Special Order 3-07.

Any employee working for an entity shall hold the City and the Association harmless against any and all claims, demands, suits or other forms of liability involving his/her work for another entity.

In the event an employee is employed by any entity, said employment shall not affect the performance of his or her duties, nor shall such other employment interfere with any operations of the Police Division, nor affect an employee's availability to perform duties associated with his/her position, nor shall constitute, nor appear to constitute, a conflict of interest with employment for the Police Division. Should the Police Division determine that an officer's outside employment does not conform to the requirements set forth in this Section, the Police Division may order the employee to terminate the outside employment, subject to notice, with an explanation to the order.

The Police Division agrees that it shall not engage in favoritism or disparate treatment in the course of notifying employees of available law enforcement related secondary employment.

Employees shall be prohibited from working secondary employment under the State, a political subdivision of the State, or any agency established by authority of the laws of the State of Missouri, or employment by the Federal government or agencies of the Federal Government, except

that nothing in this section shall be construed as to prohibit employees from receiving compensation through the City for work paid for by State or Federal agencies or other political subdivisions.

Section 3. Suspension of this Agreement During Civil-Emergency Conditions

If extreme civil emergency conditions are declared by federal, state or local authorities, including but not limited to riots, civil disorders, tornado conditions, floods, epidemics, pandemics, or other similar catastrophes upon written or oral notice to an Association representative at a practical time, the provisions of this Agreement may be suspended by the Police Commissioner in his/her sole discretion during the time of the emergency. The provisions of this Section shall neither limit an employee's right to dispute a provision of this agreement in a timely manner after the cessation of the emergency, nor limit the protections granted by the terms of this Agreement. It is agreed that the processing of any disputes over the provisions of this agreement occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity, except that disputes over the validity of a declared emergency as defined in this section or the duration of a declared emergency may be raised during the pendency of a declared emergency as provided herein. The Police Division agrees to return to normal operations as soon as the Commissioner determines that the conditions that led to the declaration of an emergency no longer significantly interfere with the operations of the Police Division. The Association may ask the Director of Public Safety to review the Commissioner's determination that extreme civil emergency conditions exist and the Director of Public Safety may order the Police Division to return to normal operations if he/she finds no reasonable grounds to support the existence of an extreme civil emergency or finds that an existing emergency no longer significantly interferes with the operations of the Police Division. The definition of emergency set forth in this section shall apply throughout this Agreement unless otherwise defined in and applied to other sections of this Agreement.

ARTICLE 4 - BARGAINING UNIT WORK AND VOLUNTARY OVERTIME

Section 1. General Policy

The parties acknowledge and agree that Police Officer Bargaining Unit Work is one of the many layers of security and law enforcement in the City, and coexists, cooperates, and works harmoniously with the other layers of law enforcement that operate in the City.

It is the general policy of the Police Division to continue to utilize employees (full time and per performance employees) to perform work they are qualified to perform. However, the Police Division reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency. Such subcontracting shall not cause the layoff of any bargaining unit employee.

Section 2. Voluntary Overtime

When voluntary overtime is made available for bargaining unit work, it shall first be offered to bargaining unit members on a first-come-first-serve basis within their assignment code. When an insufficient number of bargaining unit members accept the offered voluntary overtime, the Police Division may offer it to other commissioned personnel of the Police Division.

ARTICLE 5 -NO STRIKE/NO LOCKOUT

Section 1. No Strike Commitment

Neither the Association nor any of its officers or agents may call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, unauthorized absence, picketing of the Police Division over terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Police Division during the term of this Agreement. Neither the Association nor any officer shall refuse to cross any picket line, by whoever established.

This Section does not apply to informational picketing, hand billing and other forms of protected speech designed to communicate with the public about issues of concern to the Association. Such communications shall not request any kind of work stoppage. The Association's right to conduct informational picketing or hand billing as set forth herein shall be subject to the following conditions: 1) no picketing or hand billing on Police Division property, 2) no officer shall represent himself/herself as speaking as a member of or on behalf of the Police Division, 3) officers engaging in such activities shall be off-duty, and 4) officers engaging in such activities shall not be in police uniform.

Section 2. Performance of Duty

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the City. The Association agrees that no disciplinary action or other action will be taken by the Association against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3. Resumption of Operations

In the event of action prohibited by Section 1 above, the Association immediately shall disavow such action and request the officers to return to work, cease work slowdown or cease all other actions prohibited by Section I and shall use its best efforts to achieve a prompt resumption of normal operations. The Association, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4. No Lockout

The Police Division will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 6 -ASSOCIATION RIGHTS AND OBLIGATIONS

Section 1. Association Communication

The Police Division agrees to furnish and maintain suitable bulletin board space in convenient places in work area to be used by the Association to provide notices such as meeting dates/times and Association elections to its members as reasonably requested by the Association as long as it does not include commentary on Police Division policies, practices or management and shall not be used for political activity or other prohibited matters.

The Police Division will permit the President or Vice-President of the Association to use the Police Division's electronic and intra-office mail systems for the purpose of notifying bargaining unit members of the date, time and location of a general membership meeting as long as it does not include commentary on the Police Division or the City's policies, practices or management and shall not be used for political activity or other prohibited matters. The Police Division agrees to allow, with prior notice, the President or Vice-President to provide the Association's Business Manager with copies of any changes in Police Division policies, procedures or orders that are deemed by the Appointing Authority to not contain sensitive or confidential information. In those cases a redacted version may be provided.

Section 2. Police Officer Trainee Class Announcement

The Police Division shall allow the Association a period of time not to exceed one (1) hour to address each Police Officer (Trainee) class relating to information about the Association and the collective bargaining agreement. Up to two (2) employees designated by the Association will be permitted to use vacation or compensatory leave to speak to a Police Officer (Trainee) class. The Police Division agrees that neither its academy staff nor other agents shall in any way encourage or discourage Police Officer (Trainees) from considering membership in the Association. .

Section 3. Association Representation in the Workplace

Association activities in the workplace shall be governed by Department of Personnel Administrative Regulation Nos. 143 and 147.

Section 4. Released Time for Association Meetings

Subject to the need for orderly scheduling and emergencies, and recognizing the inherent benefits to labor and management of well-informed representatives, the Employees agrees that members of the Association's Executive Board (or their designated division alternate in their absence) shall be permitted to use accrued vacation leave and/or compensatory time, subject to their commander's approval, not to exceed four hours per month, to attend general, board or special meetings of the Association on duty, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of such officials and employees shall be certified in writing to the Employer.

Section 5. F.O.P. Delegates and F.O.P. Disaster Trailer

Upon a written request to the Police Commissioner from the highest ranking official of a political subdivision or public safety agency, the Police Commissioner may, in his discretion, authorize the deployment of two bargaining unit members for up to seven (7) days to staff the Missouri State FOP Disaster Trailer in response to a significant emergency as defined by Section 44.090 RSMo. The Police Commissioner shall be responsible for ensuring that employees assigned to the trailer will be actively engaged in the performance of the duties of their position and devote their entire time on duty to the St. Louis Police Division during the deployment.

The Police Commissioner may set forth additional terms, restrictions, and conditions concerning the deployment.

The Commissioner shall make every effort to ensure employees do not work overtime when assigned to said trailer.

Employees shall continue to be subject to all rules and regulations of the City and the Police Division during the deployment.

The trailer shall include the insignia of the Police Division and seal of the City of St. Louis when, and only when, staffing and operating the disaster trailer under the provisions of this section.

In exchange, the Association agrees to make a written request to the Police Commissioner for permission to submit a request the Missouri State FOP Disaster Trailer to be deployed to the City of St. Louis in response to a significant emergency as defined by 44.090 RSMo. If the Missouri State FOP Disaster Trailer is already deployed elsewhere, the Association agrees to request the FOP Disaster Trailer from a neighboring state. The Police Commissioner may set forth additional terms, restrictions, and conditions concerning FOP Disaster Trailer assistance to the Police Division.

The Association agrees to protect, defend, indemnify, reimburse and hold harmless the City of St. Louis, its Board of Aldermen, and its officers, employees, former employees and agents from and against all liabilities, losses, suits, claims, judgments and fines or demands for damages to person or property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, courts costs and expert fees), of any nature whatsoever arising out of, resulting from or relating to the staffing or use of the use of the F.O.P trailer in accordance with this Agreement. This indemnity shall be interpreted in the broadest manner to indemnify the City of St. Louis and its Board of Aldermen, its officers, employees, former employees and agents. The obligation to indemnify shall arise even if the City of St. Louis, and/or its Board of Aldermen, officers, employees, former employees and agents are the only party sued by claimant and/or claimant alleges that the negligence or willful conduct of the City, and/or its Board of Aldermen, officers, employees, former employees and/or agents were the sole cause of claimant's damages. The Association shall use counsel reasonably acceptable to the City Counselor of the City of St. Louis, or their designee in carrying out its obligations hereunder. The **indemnification** provisions of this paragraph shall survive the termination or expiration of this Agreement.

Section 6. Roll Call Announcement

Upon reasonable advance notice to the Police Commissioner and with the Police Commissioner's consent, an employee representative of the Association may briefly, as determined by the on-duty watch commander, notify fellow officers of Association business after roll call. In no case shall roll call announcements prohibit or interfere with the Division's ability to meet required response times and fulfill mandatory assignments.

ARTICLE 7 – SENIORITY

Section 1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of commissioned service with the City or date of last appointment by the City or its predecessor as a commissioned employee, whichever is earlier.

Upon successful completion of his/her probationary period as a Police Probationary Officer, a Police Officer shall have seniority as of the date of his appointment as a Police Officer Trainee.

Section 2. Probation Period

Upon successful completion of his/her training period at the Police Academy as a Police

Officer (Trainee), an individual shall be eligible for promotion to the rank of Police Probationary Officer. Thereafter, an employee shall be a Police Probationary Officer for a period not to exceed twelve (12) months of employment, excluding his/her initial time in training at the Police Academy. Promotion of a Police Probationary Officer to the full rank of Police Officer shall be granted unless, in the judgment of the Police Commissioner, the employee warrants dismissal from the City service at or before the time that the initial twelve (12) month probationary period is concluded.

Section 3. Termination of Seniority

An employee's seniority shall be broken when he/she:

1. Quits by oral or written resignation; or
2. Is dismissed for just cause or, in the case of Police Officer (Trainees) or Police Probationary Officers, is dismissed with or without just cause; or
3. Accepts gainful employment while on an approved leave of absence involving an ability to work from the Police Division unless otherwise approved; or
4. Retires.

Section 4. Seniority Upon Reinstatement

Employees who resign from the Police Division in good standing and are re-employed with the Police Division within 24 months of their resignation will have their prior seniority restored.

Section 5. Seniority While on Leave

Employees will not continue to accrue seniority credit for all time spent on unpaid leave of absence, except if on family/medical leave, or unless otherwise covered by law; provided however that if an employee successfully challenges a disciplinary unpaid suspension, his/her seniority shall be restored.

Section 6. Conflicts in Vacation or Personal Days

Employees shall select the periods of their annual vacation in accordance with Special Order 3-02 or by mutual agreement of the parties. Any conflict resulting from the selection process shall be resolved by seniority.

If vacations are canceled due to an emergency, they are to be rescheduled by mutual agreement of the employee and the supervisor. Incremental use of vacation hours shall be determined by the compensation ordinance, as amended.

Section 7. Watch Selection

Employees shall annually submit their watch preferences to their unit commander. In making watch assignments, unit commanders shall give consideration to the watch preferences of employees by seniority and shall make every attempt to honor the preference of more senior employees unless some demonstrable operational need exists. When a preference is not honored, an explanation of the operational needs shall be provided to the employee.

Section 8. Details

Scheduling for details shall initially be voluntary. If an insufficient number of officers volunteer for a given detail, the Employer reserves the right to require additional officers to work the detail based on inverse seniority within the job assignment(s) participating in the detail. Commanders shall notify officers as soon as practicable when their names have been submitted to work a regular detail, which shall be defined as foreseeable recurring events such as: Mardi Gras, Fair St. Louis, VP Parade, Pride Parade, St. Patrick's Day Parades, Annie Malone Parade, Forest Park Balloon Glow, the Cardinals Home Opener, Election Day details, and Inauguration Day details. When staffing changes require that new names must be re-submitted, officers affected by such changes shall be notified as soon as feasible.

Except in the case of emergencies, transfers, detachments, and special details that are not foreseeable recurring events, schedules showing the regular days and hours to be worked by employees for a complete year, and changes thereto, shall be posted as soon as practicable and within a reasonable amount of time to allow for employees to make the necessary adjustments to their personal schedules.

ARTICLE 8 - LABOR MANAGEMENT

Section 1. Labor Management Conferences

The Association and the Police Division mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Association representatives and responsible administrative representatives of the Police Division. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

1. Discussion of the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Association of changes in non-bargaining conditions of employment contemplated by the Police Division which may affect employees.
4. Items concerning safety issues.

The Police Division and the Association agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the City of St. Louis.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

ARTICLE 9 - GENERAL PROVISIONS

Section 1. Clothing and Equipment Allowance

Unless otherwise mutually agreed, and subject to appropriation, the Police Division shall provide and maintain the following items for all Police Officers and Police Probationary Officers: one winter jacket, one nylon light weight jacket, two black neckties, one military cap, one trooper fur hat, one baseball cap, four pairs of regulation trousers, six blue long sleeve shirts, six blue short

sleeve shirts, body armor and appropriate external body armor carrier, one pair of black gloves, one raincoat, one name bar, one flashlight, one nightstick, one nightstick holder, one belt, one pair of handcuffs with key, one handcuff case, one regulation holster, one magazine case, one porta clip, four belt keeps, one whistle, one zippered summons pouch, and a functioning miniature radio.

The Uniform Section will and subject to appropriation, replace worn or damaged items so that all officers will have the proper number of items prescribed for initial issue and that each item presents a suitable appearance. In cases of loss, theft or damage, the procedures established by the Commissioner will be followed.

Except as provided in Section I of Special Order 4-02 and Section III of Special Order 1-01 all other weapons carried by armed employees of the Police Division must be issued by the Police Division.

The Commissioner agrees to request adequate appropriation for required clothing and equipment during each fiscal year of this agreement.

Section 2. Uniform, Safety and Equipment Committee

There shall be a uniform, safety, and equipment committee composed of an equal number of bargaining unit employees and management personnel to consider and/or investigate uniform, safety and equipment issues. The Association shall appoint its representatives to the Committee.

The Committee may make recommendations to the Police Commissioner regarding changes to existing uniform requirements, Police Division issued equipment, or to existing safety standards.

Section 3. Severability Clause

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Section 4. Building & Vehicle Conditions

The employer agrees to submit timely requests to the Facilities Management Division of the City of St. Louis Board of Public Service for work orders.

ARTICLE 10 – TESTING

Section 1: Medical and Psychological Testing and Reasonable Accommodations

Fitness for Duty testing and requests for reasonable accommodations shall be governed by the pertinent Department of Personnel Administrative Regulations.

All firearms provided by the Police Division to an employee shall be relinquished to the Police Division by an employee during any period of time in which the Police Commissioner or his/her designee believes the employee is unfit to perform his regular and normal duties, due to a medical and/or psychological condition. In such instances, the Police Division shall, within five (5)

days, contact the Director of Personnel and request that a fitness for duty evaluation be scheduled for the employee. If it is determined that the employee is fit for duty, the Commissioner or his/her designee shall, upon receiving notice, return the Division issued firearm to the employee.

Nothing in this section is intended to supersede or waive any rights guaranteed by the Americans with Disabilities Act, the Missouri Fair Employment Practices Act, Health Insurance Portability and Accountability Act (HIPAA) or any other statute.

Section 2. Substance Abuse Testing

The provisions of Department of Personnel Administrative Regulation No. 120(B) shall apply to employees provided, however, as follows:

1. Employees are not prohibited from the possession of illegal drugs if required in the performance of their duties in accordance with Department of Personnel Administrative Regulation No. 120(B).
2. Employees are not prohibited from the possession and/or consumption of alcohol if required in the performance of their duties in accordance with Department of Personnel Administrative Regulation No. 120(B).
3. Employees assigned as pilots in the Aviation Division or employees assigned to a position funded by federal grants with special substance abuse testing requirements, may be subject to more frequent testing (including scheduled testing) and more extensive analysis (including screenings in excess of nine panels), as may be ordered by the City.

Employees may be required to submit to critical incident alcohol and/or drug testing as a condition of employment whether the critical incident happens on or off duty. Employees who test positive for drugs will be subject to discipline up to and including dismissal as a result of said testing in accordance with Department of Personnel Administrative Regulation No. 120(B). Employees who test positive for alcohol may be subject to discipline in accordance with Department of Personnel Administrative Regulation No. 120(B). Employees who refuse to test must be scheduled for a pre-termination review and dismissed in accordance with Department of Personnel Administrative Regulation No. 120(B). The results of the testing may be used only for internal investigation and discipline, except that such results may be disseminated as necessary for personnel related actions, internal investigations, discipline, or any appeal of discipline as provided for by rule, regulation, ordinance, or statute, or in response to subpoena or other lawful process.

ARTICLE 11 - COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the parties, both written and oral related to the subject matter herein.

ARTICLE 12 – COMPENSATION

Compensation and benefits including but not limited to Holidays, Vacation Leave, Sick Leave, Medical Leave, Leaves of Absence, Overtime, Wages, and Insurance shall be governed by the City's Compensation Ordinance and Department of Personnel Administrative Regulations and pay regulations:

The parties agree and acknowledge that the provision of this Article are subject to the Charter Authority of the Civil Service Commission to recommend to the Board of Aldermen a compensation ordinance containing the terms herein and to the Charter authority of the Board of Aldermen and Major to enact an ordinance containing said terms.

1. Effective on the first pay period following the complete execution of the Agreement, all police officers will receive a one-time retention incentive of \$3,000.
2. Effective the first pay period of FY'24, the pay matrix set forth in the current compensation ordinance will be increased as follows: Years 0 – 10: 8% increase; Years 11 – 20: 10% increase; Years 21 – 30: 12% increase, as reflected in Appendix A.
3. There will be a wage reopener for FY'25. The parties agree to continue to meet and formulate a new pay schedule for bargaining unit members which will have a new pay matrix. Said pay schedule to be implemented in FY'25. This is subject to the passage of a new compensation ordinance containing said matrix.
4. In accordance with a pay regulation to be issued by the Director of Personnel, the Employer agrees on or the effective date of this Agreement that New Employees who are hired who possess a Missouri Post Certified Class A license shall receive a year of service for every year of service worked in a law enforcement agency and possessed said license, up to a maximum of fifteen (15) years. The credit for service shall be for bi-weekly wages purposes only.
5. Educational Benefits

Pay for educational benefits shall be paid on a bi-weekly basis in accordance with a pay regulation to be implemented by the Director of Personnel and shall be as follows converted to a bi-weekly rate:

- a. Associate's degree - \$1,500 per year
 - b. Bachelor's degree - \$2,600 per year
 - c. Master's degree - \$4,800 per year
 - d. Doctorate degree - \$7,200 per year
6. The City is committed to providing take home vehicles for officers who have been on the force for a minimum of five (5) years and live in the City of St. Louis. There are 69 vehicles on order which should be arriving in late Spring. There are another 36 in the Capital budget that has been approved.
 7. Physical ability

Effective July 1, 2023 all new hires will be required to take a physical ability test and will be compensated \$500 for taking the physical ability test and an additional \$500 per year for passing the physical ability test.

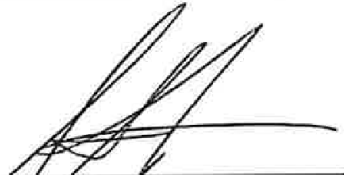
Current police officers will be granted the opportunity to voluntarily take the physical ability test. These officers will be compensated \$500 for taking the physical ability test and an additional \$500 per year for passing the physical ability test.

Said physical ability test shall be conducted in accordance with a pay regulation to be promulgated by the Director of Personnel.

ARTICLE 13 - DURATION AND RENEWAL OF AGREEMENT

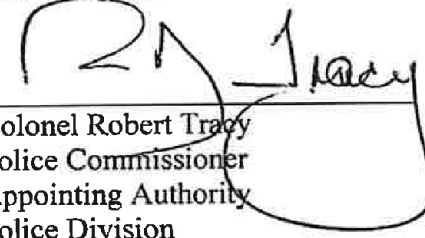
Section 1 Term

Except for the compensation terms contained in Article 12, this Agreement shall be effective for a period from the date of its execution, provided the City operates its Police Division as provided in Sections 84.344 and 84.345 of the Revised Missouri Statutes and City Ordinance 69489 until June 15, 2025, and shall be binding during its term upon the parties to this Agreement and their successors. This Agreement may be extended or amended prior to its expiration by written agreement of all parties.



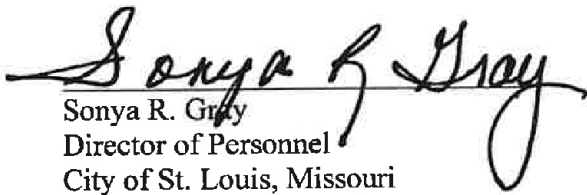
Stephen Jay Schroeder
President
St. Louis Police Officers Association/
FOP Lodge 68

3/27/23
Date



Colonel Robert Tracy
Police Commissioner
Appointing Authority
Police Division
St. Louis City Department of Public Safety

3/27/23
Date



Sonya R. Gray
Director of Personnel
City of St. Louis, Missouri

3/27/23
Date

Appendix A

Class Code	2513	2514
Current Years of Service	Police Probationary Officer	Police Officer
0	2046	
1		2102
2		2155
3		2252
4		2301
5		2363
6		2426
7		2546
8		2632
9		2721
10		2729
11		2805
12		2814
13		2822
14		2830
15		2838
16		2846
17		2854
18		2862
19		2870
20		2878
21		2938
22		2947
23		2955
24		2963
25		2971
26		2979
27		2988
28		2996
29		3004
30		3012

875

**Collective Bargaining Agreement Between the St. Louis
Police Officers' Association, the City of St. Louis and the
Police Division of the City of St. Louis for the Police
Sergeant Bargaining Unit**

PREAMBLE

This Agreement is entered into by the Employer, the City of St. Louis ("City"), by and through the Director of Personnel and its Police Commissioner on behalf of the City and the Police Division ("Police Division") of the Department of Public Safety, and the St. Louis Police Officers' Association/Fraternal Order of Police Lodge 68 ("Association").

WHEREAS, the officers employed by the City have duly designated the Association as their exclusive bargaining representative for the purpose of collective bargaining with the City; and

WHEREAS, the purpose of this Agreement is to provide an orderly collective bargaining relationship between the City, the Police Division and the Association representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends; and

WHEREAS, it is the intent of the City, Police Division and the Association to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings relating to employees' hours, workplace safety, and working conditions; and

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of police business and police administration; and

WHEREAS, the parties to this Agreement each consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement; and

WHEREAS, the parties recognize the primary responsibility of the Police Division and each of its members to protect the lives of the citizens they are sworn to serve as further embodied in the "Statement on the Value of Human Life" as amended and incorporated herein by reference; and

WHEREAS, the parties recognize the primary purpose of the Police Division is to carry out duties established by law, including but not limited to Section 84.343 of the Revised Statutes of Missouri; and

WHEREAS, the parties recognize the fundamental duties of Police Division law enforcement officers is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality, and justice" as embodied in the "Law Enforcement Code of Ethics" as amended and incorporated herein by reference;

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 -RECOGNITION

Section 1. Unit Description

The City and the Police Division hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to terms and conditions of employment of all full-time commissioned personnel of the Police Division of the Department of Public Safety (or "Police Division") holding the rank of Police Sergeant as set forth below.

Included: All full-time commissioned personnel holding the rank of Police Sergeant employed by the Police Division.

Excluded: All other employees employed by the Police Division including Police Sergeants regularly assigned to work out of the following offices: Police Commissioner's administrative staff; Law Department; and, confidential employees. The Association agrees that it shall not object to the designation of bargaining unit employees assigned to Internal Affairs, Force Investigation Unit, Body Worn Camera Unit, Public Information, Academy and Secondary Employment Unit as confidential employees during the term of this agreement.

Section 2. Definitions

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used:

1. "Association" means the St. Louis Police Officers' Association/Fraternal Order of Police Lodge 68, and its officers and representatives authorized to act on its behalf.
2. "City" means the City of St. Louis Missouri, its designees and/or successors.
3. "Police Division" means the St. Louis Metropolitan Police Division of the Department of Public Safety of the City of St. Louis.
4. "Commissioner" or "Appointing Authority" means the Police Commissioner of the St. Louis Metropolitan Police Division or his/her lawful designee.
5. "Employee," "Bargaining Unit Member," and "Officer" mean all full-time commissioned Officers of the Police Division, except those specifically excluded in this Agreement, holding the rank of Police Sergeant.
6. "Bargaining Unit Work" means any work commonly considered to be a law enforcement function and/or work currently performed by Police Sergeants of the Police Division within the corporate limits of St. Louis or upon property owned by the City, including but not limited to, the following: enforcing criminal laws and traffic laws; responding to radio calls for police; investigating crimes; making arrests; processing crime scenes; seizing evidence; and, keeping the peace and providing for the general security of the City and its residents.
7. "Service" or "Employment" with the Police Division shall mean continuous employment with the City and its predecessor, the Board of Police Commissioners of the City of St. Louis.

8. "Job Class" for purposes of this Agreement means rank.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. Association Membership or Activity

Neither the City, Police Division nor the Association shall interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employees because of lawful Association membership or non-membership activity or status.

Section 2. Prohibition Against Discrimination

The Employer and Association prohibit discrimination on the basis of race, sex, religion, color, age (40 years and older), national origin, ancestry, disability, political affiliation and/or beliefs, marital status, sexual orientation, gender identity or expression, or genetic information in connection with terms or conditions of employment covered by this collective bargaining agreement. This policy prohibits retaliation against an employee who files a complaint and employees who report discrimination or who cooperate in an investigation of a complaint of discrimination.

The Employer and Association agree that the mandatory retirement age of sixty-five (65) does not constitute illegal discrimination under this Agreement or under current state and federal law.

The Employer may take appropriate action to prevent further discrimination in the event the Association violates this Section.

ARTICLE 3 -MANAGEMENT RIGHTS

Section 1. Management Rights

Except as otherwise expressed in this Agreement, the Association recognizes that the City and the Police Division possess the sole and exclusive right to operate and direct all of the Police Sergeants of the Police Division, in all aspects, including, but not limited to, all rights and authority granted by law including those rights and powers granted by Missouri statutes and the Charter of the City of St. Louis. In the event of any change in such laws that results in the City no longer possessing sole and exclusive right to operate and direct all of the Officers of the Police Division, all provisions of this Agreement shall be immediately terminated.

Management rights include, but are not limited to, the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

1. To maintain executive management and administrative control of the Police Division and its properties and facilities and the staff.
2. To plan, direct, control, assign and determine the operations or services to be conducted by officers of the Police Division.

3. To determine the methods, processes, means, staffing levels, and configurations of personnel by which the Police Division operations are to be conducted.
4. To select, hire, promote, schedule, train, assign, transfer, and evaluate work of bargaining unit members.
5. To direct and supervise the entire work force of the Police Division, including the establishment of work standards.
6. To demote, suspend, discipline, or dismiss officers in the Rank of Police Sergeant for just cause.
7. To make, add, delete, alter, revise, amend, and enforce all ordinances, special orders, procedures, rules, pay regulations, and administrative regulations.
8. To introduce new or improved methods or facilities.
9. To contract out for goods and services.
10. The City and the Police Division have the sole authority to determine the purpose and mission of the Police Division.

Section 2. Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity other than the Police Division shall seek prior approval for such employment from the Police Division in accordance with Department of Personnel Administrative Regulation No. 97 and Special Order 3-07.

Any employee working for an entity shall hold the City and the Association harmless against any and all claims, demands, suits or other forms of liability involving his/her work for another entity.

In the event an employee is employed by any entity, said employment shall not affect the performance of his or her duties, nor shall such other employment interfere with any operations of the Police Division, nor affect an employee's availability for to perform duties associated with his/her position, nor shall constitute, nor appear to constitute, a conflict of interest with employment for the Police Division. Should the Police Division determine that an officer's outside employment does not conform to the requirements set forth in this Section, the Police Division may order the employee to terminate the outside employment, subject to notice, with an explanation to the order.

The Police Division agrees that it shall not engage in favoritism or disparate treatment in the course of notifying employees of available law enforcement related secondary employment.

Employees shall be prohibited from working secondary employment under the State, a political subdivision of the State, or any agency established by authority of the laws of the State of Missouri, or employment by the Federal government or agencies of the Federal Government, except that nothing in this section shall be construed as to prohibit employees from receiving compensation through the City for work paid for by State or Federal agencies or other political subdivisions.

Section 3. Suspension of this Agreement During Civil-Emergency Conditions

If extreme civil emergency conditions are declared by federal, state or local authorities, including but not limited to riots, civil disorders, tornado conditions, floods, epidemics, pandemics, or other similar catastrophes upon written or oral notice to an Association representative at a practical time, the provisions of this Agreement may be suspended by the Police Commissioner in his/her sole discretion during the time of the emergency. The provisions of this Section shall neither limit an employee's right to dispute a provision of this agreement in a timely manner after the cessation of the emergency, nor limit the protections granted by the terms of this Agreement. It is agreed that the processing of any disputes over the provisions of this agreement occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity, except that disputes over the validity of a declared emergency as defined in this section or the duration of a declared emergency may be raised during the pendency of a declared emergency as provided herein. The Police Division agrees to return to normal operations as soon as the Commissioner determines that the conditions that led to the declaration of an emergency no longer significantly interfere with the operations of the Police Division. The Association may ask the Director of Public Safety to review the Commissioner's determination that extreme civil emergency conditions exist and the Director of Public Safety may order the Police Division to return to normal operations if he/she finds no reasonable grounds to support the existence of an extreme civil emergency or finds that an existing emergency no longer significantly interferes with the operations of the Police Division. The definition of emergency set forth in this section shall apply throughout this Agreement unless otherwise defined in and applied to other sections of this Agreement.

ARTICLE 4 - BARGAINING UNIT WORK AND VOLUNTARY OVERTIME

Section 1. General Policy

The parties acknowledge and agree that Police Sergeants Bargaining Unit Work is one of the many layers of security and law enforcement in the City, and coexists, cooperates, and works harmoniously with the other layers of law enforcement that operate in the City.

It is the general policy of the Police Division to continue to utilize employees (full time and per performance employees) to perform work they are qualified to perform. However, the Police Division reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency. Such subcontracting shall not cause the layoff of any bargaining unit employee.

Section 2. Voluntary Overtime

When voluntary overtime is made available for bargaining unit work, it shall first be offered to bargaining unit members on a first-come-first-serve basis within their assignment code. When an insufficient number of bargaining unit members accept the offered voluntary overtime, the Police Division may offer it to other commissioned personnel of the Police Division.

ARTICLE 5 -NO STRIKE/NO LOCKOUT

Section 1. No Strike Commitment

Neither the Association nor any of its officers or agents may call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, unauthorized absence, picketing of the Police Division over terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Police Division during the term of this Agreement. Neither the Association nor any officer shall refuse to cross any picket line, by whoever established.

This Section does not apply to informational picketing, hand billing and other forms of protected speech designed to communicate with the public about issues of concern to the Association. Such communications shall not request any kind of work stoppage. The Association's right to conduct informational picketing or hand billing as set forth herein shall be subject to the following conditions: 1) no picketing or hand billing on Police Division property, 2) no officer shall represent himself/herself as speaking as a member of or on behalf of the Police Division, 3) officers engaging in such activities shall be off-duty, and 4) officers engaging in such activities shall not be in police uniform.

Section 2. Performance of Duty

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the City. The Association agrees that no disciplinary action or other action will be taken by the Association against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3. Resumption of Operations

In the event of action prohibited by Section 1 above, the Association immediately shall disavow such action and request the officers to return to work, cease work slowdown or cease all other actions prohibited by Section I and shall use its best efforts to achieve a prompt resumption of normal operations. The Association, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4. No Lockout

The Police Division will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 6 -ASSOCIATION RIGHTS AND OBLIGATIONS

Section 1. Association Communication

The Police Division agrees to furnish and maintain suitable bulletin board space in convenient places in work area to be used by the Association to provide notices such as meeting dates/times and Association elections to its members as reasonably requested by the Association as

long as it does not include commentary on Police Division policies, practices or management and shall not be used for political activity or other prohibited matters.

The Police Division will permit the President or Vice-President of the Association to use the Police Division's electronic and intra-office mail systems for the purpose of notifying bargaining unit members of the date, time and location of a general membership meeting as long as it does not include commentary on the Police Division or the City's policies, practices or management and shall not be used for political activity or other prohibited matters. The Police Division agrees to allow, with prior notice, the President or Vice-President to provide the Association's Business Manager with copies of any changes in Police Division policies, procedures or orders that are deemed by the Appointing Authority to not contain sensitive or confidential information. In those cases a redacted version may be provided.

Section 2. Association Representation in the Workplace

Association activities in the workplace shall be governed by Department of Personnel Administrative Regulation Nos. 143 and 147.

Section 3. Released Time for Association Meetings

Subject to the need for orderly scheduling and emergencies, and recognizing the inherent benefits to labor and management of well-informed representatives, the Employees agrees that members of the Association's Executive Board (or their designated division alternate in their absence) shall be permitted to use accrued vacation leave and/or compensatory time, subject to their commander's approval, not to exceed four hours per month, to attend general, board or special meetings of the Association on duty, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of such officials and employees shall be certified in writing to the Employer.

Section 4. F.O.P. Delegates and F.O.P. Disaster Trailer

Upon a written request to the Police Commissioner from the highest ranking official of a political subdivision or public safety agency, the Police Commissioner may, in his discretion, authorize the deployment of two bargaining unit members for up to seven (7) days to staff the Missouri State FOP Disaster Trailer in response to a significant emergency as defined by Section 44.090 RSMo. The Police Commissioner shall be responsible for ensuring that employees assigned to the trailer will be actively engaged in the performance of the duties of their position and devote their entire time on duty to the St. Louis Police Division during the deployment.

The Police Commissioner may set forth additional terms, restrictions, and conditions concerning the deployment.

The Commissioner shall make every effort to ensure employees do not work overtime when assigned to said trailer.

Employees shall continue to be subject to all rules and regulations of the City and the Police Division during the deployment.

The trailer shall include the insignia of the Police Division and seal of the City of St. Louis when, and only when, staffing and operating the disaster trailer under the provisions of this section.

In exchange, the Association agrees to make a written request to the Police Commissioner for permission to submit a request the Missouri State FOP Disaster Trailer to be deployed to the City of St. Louis in response to a significant emergency as defined by 44.090 RSMo. If the Missouri State FOP Disaster Trailer is already deployed elsewhere, the Association agrees to request the FOP Disaster Trailer from a neighboring state. The Police Commissioner may set forth additional terms, restrictions, and conditions concerning FOP Disaster Trailer assistance to the Police Division.

The Association agrees to protect, defend, indemnify, reimburse and hold harmless the City of St. Louis, its Board of Aldermen, and its officers, employees, former employees and agents from and against all liabilities, losses, suits, claims, judgments and fines or demands for damages to person or property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, courts costs and expert fees), of any nature whatsoever arising out of, resulting from or relating to the staffing or use of the use of the F.O.P trailer in accordance with this Agreement. This indemnity shall be interpreted in the broadest manner to indemnify the City of St. Louis and its Board of Aldermen, its officers, employees, former employees and agents. The obligation to indemnify shall arise even if the City of St. Louis, and/or its Board of Aldermen, officers, employees, former employees and agents are the only party sued by claimant and/or claimant alleges that the negligence or willful conduct of the City, and/or its Board of Aldermen, officers, employees, former employees and/or agents were the sole cause of claimant's damages. The Association shall use counsel reasonably acceptable to the City Counselor of the City of St. Louis, or their designee in carrying out its obligations hereunder. The **indemnification** provisions of this paragraph shall survive the termination or expiration of this Agreement.

Section 5. Roll Call Announcement

Upon reasonable advance notice to the Police Commissioner and with the Police Commissioner's consent, an employee representative of the Association may briefly, as determined by the on-duty watch commander, notify fellow officers of Association business after roll call. In no case shall roll call announcements prohibit or interfere with the Division's ability to meet required response times and fulfill mandatory assignments.

ARTICLE 7 – SENIORITY

Section 1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of commissioned service with the City or date of last appointment by the City or its predecessor as a commissioned employee, whichever is earlier.

Section 2. Termination of Seniority

An employee's seniority shall be broken when he/she:

1. Quits by oral or written resignation; or

2. Is dismissed for just cause; or
3. Accepts gainful employment while on an approved leave of absence involving an ability to work from the Police Division unless otherwise approved; or
4. Retires.

Section 3. Seniority Upon Reinstatement

Employees who resign from the Police Division in good standing and are re-employed with the Police Division within 24 months of their resignation will have their prior seniority restored.

Section 4. Seniority While on Leave

Employees will not continue to accrue seniority credit for all time spent on unpaid leave of absence, except if on family/medical leave, or unless otherwise covered by law; provided however that if an employee successfully challenges a disciplinary unpaid suspension, his/her seniority shall be restored.

Section 5. Conflicts in Vacation or Personal Days

Employees shall select the periods of their annual vacation in accordance with Special Order 3-02 or by mutual agreement of the parties. Any conflict resulting from the selection process shall be resolved by seniority.

If vacations are canceled due to an emergency, they are to be rescheduled by mutual agreement of the employee and the supervisor. Incremental use of vacation hours shall be determined by the compensation ordinance, as amended.

Section 6. Watch Selection

Employees shall annually submit their watch preferences to their unit commander. In making watch assignments, unit commanders shall give consideration to the watch preferences of employees by seniority and shall make every attempt to honor the preference of more senior employees unless some demonstrable operational need exists. When a preference is not honored, an explanation of the operational needs shall be provided to the employee.

Section 7. Details

Scheduling for details shall initially be voluntary. If an insufficient number of officers volunteer for a given detail, the Employer reserves the right to require additional officers to work the detail based on inverse seniority within the job assignment(s) participating in the detail. Commanders shall notify officers as soon as practicable when their names have been submitted to work a regular detail, which shall be defined as foreseeable recurring events such as: Mardi Gras, Fair St. Louis, VP Parade, Pride Parade, St. Patrick's Day Parades, Annie Malone Parade, Forest Park Balloon Glow, the Cardinals Home Opener, Election Day details, and Inauguration Day details. When staffing changes require that new names must be re-submitted, officers affected by such changes shall be notified as soon as feasible.

Except in the case of emergencies, transfers, detachments, and special details that are not foreseeable recurring events, schedules showing the regular days and hours to be worked by employees for a complete year, and changes thereto, shall be posted as soon as practicable and within a reasonable amount of time to allow for employees to make the necessary adjustments to their personal schedules.

ARTICLE 8 - LABOR MANAGEMENT

Section 1. Labor Management Conferences

The Association and the Police Division mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Association representatives and responsible administrative representatives of the Police Division. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

1. Discussion of the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Association of changes in non-bargaining conditions of employment contemplated by the Police Division which may affect employees.
4. Items concerning safety issues.

The Police Division and the Association agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the City of St. Louis.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

ARTICLE 9 - GENERAL PROVISIONS

Section 1. Clothing and Equipment Allowance

Unless otherwise mutually agreed, and subject to appropriation, the Police Division shall provide and maintain the following items for all Police Sergeants: one winter jacket, one nylon light weight jacket, two black neckties, one military cap, one trooper fur hat, one baseball cap, four pairs of regulation trousers, six blue long sleeve shirts, six blue short sleeve shirts, body armor and appropriate external body armor carrier, one pair of black gloves, one raincoat, one name bar, one flashlight, one nightstick, one nightstick holder, one belt, one pair of handcuffs with key, one handcuff case, one regulation holster, one magazine case, one porta clip, four belt keeps, one whistle, one zippered summons pouch, and a functioning miniature radio.

The Uniform Section will and subject to appropriation, replace worn or damaged items so that all officers will have the proper number of items prescribed for initial issue and that each item

presents a suitable appearance. In cases of loss, theft or damage, the procedures established by the Commissioner will be followed.

Except as provided in Section I of Special Order 4-02 and Section III of Special Order 1-01 all other weapons carried by armed employees of the Police Division must be issued by the Police Division.

The Commissioner agrees to request adequate appropriation for required clothing and equipment during each fiscal year of this agreement.

Section 2. Uniform, Safety and Equipment Committee

There shall be a uniform, safety, and equipment committee composed of an equal number of bargaining unit employees and management personnel to consider and/or investigate uniform, safety and equipment issues. The Association shall appoint its representatives to the Committee.

The Committee may make recommendations to the Police Commissioner regarding changes to existing uniform requirements, Police Division issued equipment, or to existing safety standards.

Section 3. Severability Clause

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Section 4. Building & Vehicle Conditions

The employer agrees to submit timely requests to the Facilities Management Division of the City of St. Louis Board of Public Service for work orders.

ARTICLE 10 – TESTING

Section 1. Medical and Psychological Testing and Reasonable Accommodations

Fitness for Duty testing and requests for reasonable accommodations shall be governed by the pertinent Department of Personnel Administrative Regulations.

All firearms provided by the Police Division to an employee shall be relinquished to the Police Division by an employee during any period of time in which the Police Commissioner or his/her designee believes the employee is unfit to perform his regular and normal duties, due to a medical and/or psychological condition. In such instances, the Police Division shall, within five (5) days, contact the Director of Personnel and request that a fitness for duty evaluation be scheduled for the employee. If it is determined that the employee is fit for duty, the Commissioner or his/her designee shall, upon receiving notice, return the Division issued firearm to the employee.

Nothing in this section is intended to supersede or waive any rights guaranteed by the Americans with Disabilities Act, the Missouri Fair Employment Practices Act, Health Insurance Portability and Accountability Act (HIPAA) or any other statute.

Section 2. Substance Abuse Testing

The provisions of Department of Personnel Administrative Regulation No. 120(B) shall apply to employees provided, however, as follows:

1. Employees are not prohibited from the possession of illegal drugs if required in the performance of their duties in accordance with Department of Personnel Administrative Regulation No. 120(B).
2. Employees are not prohibited from the possession and/or consumption of alcohol if required in the performance of their duties in accordance with Department of Personnel Administrative Regulation No. 120(B).
3. Employees assigned as pilots in the Aviation Division or employees assigned to a position funded by federal grants with special substance abuse testing requirements, may be subject to more frequent testing (including scheduled testing) and more extensive analysis (including screenings in excess of nine panels), as may be ordered by the City.

Employees may be required to submit to critical incident alcohol and/or drug testing as a condition of employment whether the critical incident happens on or off duty. Employees who test positive for drugs will be subject to discipline up to and including dismissal as a result of said testing in accordance with Department of Personnel Administrative Regulation No. 120(B). Employees who test positive for alcohol may be subject to discipline in accordance with Department of Personnel Administrative Regulation No. 120(B). Employees who refuse to test must be scheduled for a pre-termination review and dismissed in accordance with Department of Personnel Administrative Regulation No. 120(B). The results of the testing may be used only for internal investigation and discipline, except that such results may be disseminated as necessary for personnel related actions, internal investigations, discipline, or any appeal of discipline as provided for by rule, regulation, ordinance, or statute, or in response to subpoena or other lawful process.

ARTICLE 11 - COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the parties, both written and oral related to the subject matter herein.

ARTICLE 12 – COMPENSATION

Compensation and benefits including but not limited to Holidays, Vacation Leave, Sick Leave, Medical Leave, Leaves of Absence, Overtime, Wages, and Insurance shall be governed by the

City's Compensation Ordinance and Department of Personnel Administrative Regulations and pay regulations:

The parties agree and acknowledge that the provision of this Article are subject to the Charter Authority of the Civil Service Commission to recommend to the Board of Aldermen a compensation ordinance containing the terms herein and to the Charter authority of the Board of Aldermen and Major to enact an ordinance containing said terms.

1. Effective on the first pay period following the complete execution of the Agreement, all police sergeants will receive a one-time retention incentive of \$3,000.
2. Effective the first pay period of FY'24, the pay matrix set forth in the current compensation ordinance will be increased as follows: Years 0 – 10: 9% increase; Years 11 – 20: 11% increase; Years 21 – 30: 13% increase, as reflected in Appendix A.
3. There will be a wage reopener for FY'25. The parties agree to continue to meet and formulate a new pay schedule for bargaining unit members which will have a new pay matrix. Said pay schedule to be implemented in FY'25. This is subject to the passage of a new compensation ordinance containing said matrix.
4. In accordance with a pay regulation to be issued by the Director of Personnel, the Employer agrees on or the effective date of this Agreement that New Employees who are hired who possess a Missouri Post Certified Class A license shall receive a year of service for every year of service worked in a law enforcement agency and possessed said license, up to a maximum of fifteen (15) years. The credit for service shall be for bi-weekly wages purposes only.
5. Educational Benefits

Pay for educational benefits shall be paid on a bi-weekly basis in accordance with a pay regulation to be implemented by the Director of Personnel and shall be as follows converted to a bi-weekly rate:

- a. Associate's degree - \$1,500 per year
 - b. Bachelor's degree - \$2,600 per year
 - c. Master's degree - \$4,800 per year
 - d. Doctorate degree - \$7,200 per year
6. The City is committed to providing take home vehicles for officers who have been on the force for a minimum of five (5) years and live in the City of St. Louis. There are 69 vehicles on order which should be arriving in late Spring. There are another 36 in Capital budget that has been approved.
 7. Overtime

Effective the first pay period of FY '24, Police Sergeants shall be paid overtime, as defined as one and one-half time (1.5x) the employee's regular standard rate of pay, for all

hours actually worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day work period. In addition to hours physically worked, paid vacation, compensatory time, holidays, discretionary holidays, and sick-injured time shall count toward the 160-hour threshold during the 28-day period that must be met to earn overtime. These employees shall receive additional compensation for authorized overtime, court time, and court standby time whenever the total accumulated time exceeds forty (40) hours."

8. Physical Ability Test

Effective July 1, 2023 all new hires will be required to take a physical ability test and will be compensated \$500 for taking the physical ability test and an additional \$500 per year for passing the physical ability test.


Current Police Sergeants will be granted the opportunity to voluntarily take the physical ability test. Police Sergeants will be compensated \$500 for taking the physical ability test and an additional \$500 per year for passing the physical ability test.

Said physical ability test shall be conducted in accordance with a pay regulation to be promulgated by the Director of Personnel.

ARTICLE 14 - DURATION AND RENEWAL OF AGREEMENT

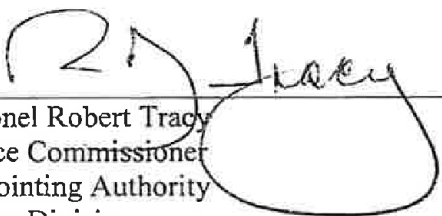
Section 1 Term

Except for the compensation terms contained in Article 13, this Agreement shall be effective for a period from the date of its execution, provided the City operates its Police Division as provided in Sections 84.344 and 84.345 of the Revised Missouri Statutes and City Ordinance 69489 until June 15, 2025, and shall be binding during its term upon the parties to this Agreement and their successors. This Agreement may be extended or amended prior to its expiration by written agreement of all parties.




Stephen Jay Schroeder
President
St. Louis Police Officers Association/
FOP Lodge 68

3/27/23
Date



Colonel Robert Tracy
Police Commissioner
Appointing Authority
Police Division
St. Louis City Department of Public Safety

3/27/23
Date



Sonya R. Gray
Director of Personnel
City of St. Louis, Missouri

3/27/23
Date

Appendix A

Class Code	2522
Current Years of Service	Police Sergeant
0	
1	
2	
3	
4	
5	2785
6	2792
7	2933
8	3034
9	3139
10	3147
11	3213
12	3221
13	3229
14	3237
15	3245
16	3254
17	3262
18	3270
19	3278
20	3286
21	3353
22	3362
23	3370
24	3378
25	3387
26	3395
27	3403
28	3411
29	3420
30	3428

TENTATIVE AGREEMENT
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF ST. LOUIS, MISSOURI
AND
THE CIVILIAN PERSONNEL DIVISION

This Collective Bargaining Agreement (Agreement) is entered into between the City of St. Louis, Missouri (City), by and through the Director of Personnel and the Civilian Personnel Division, St. Louis Police Officers' Association (Union).

ARTICLE I – RECOGNITION

Section 1. Unit Description

The City hereby recognizes the Union as the exclusive bargaining representative for employees as provided on Appendix A, attached hereto and incorporated by reference herein.

Section 2. Definitions

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used:

1. "Union" means the Civilian Personnel Division, St. Louis Police Officers' Association, and its officers and representatives authorized to act on its behalf.
2. "City" means the City of St. Louis Missouri or its designees.
3. "Appointing Authority" in reference to the Police Division means the Police Commissioner of the St. Louis Metropolitan Police Division or his/her lawful designee and in reference to the Board of Public Service means the President of the Board of Public Service or his/her lawful designee.
4. "Employee" and "Bargaining Unit Member" mean the employees in job classifications listed on Exhibit A with the exclusions noted thereon.
5. "Police Division" means the St. Louis Metropolitan Police Division of the Department of Public Safety of the City.

ARTICLE II – NON DISCRIMINATION

The City and Union agree that Employees shall not be discriminated against or subject to harassment on the basis of race, color, national origin, ancestry, sex, religion, age (40 years and older), disability, marital status, sexual orientation, gender identity or expression, or genetic information. Further, Employees who file a complaint of discrimination/harassment or who cooperate in an investigation of a complaint of discrimination/harassment shall not be subject to retaliation.

The City and Union further agree that employees shall not be discriminated against based on union membership or non-membership status.

ARTICLE III – MANAGEMENT RIGHTS

Except as otherwise expressed in this Agreement, the Union recognizes that the City possesses the sole and exclusive right to operate and direct all employees of the City including all Bargaining Unit Members represented by the Union in all aspects, including, but not limited to, all rights and authority granted by law including those rights and powers granted by Missouri statutes and the Charter of the City of St. Louis. In the event of any change in such laws that results in the City no longer possessing sole and exclusive right to operate and direct Employees of the Police Division, all provisions of this Agreement shall be immediately terminated.

Management rights include, but are not limited to, the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

1. To maintain executive management and administrative control of the City's departments/divisions and its properties and facilities and the staff.
2. To plan, direct, control, assign and determine the operations or services to be conducted by employees of the City's departments/divisions.
3. To determine the methods, processes, means, staffing levels, and configurations of personnel by which the City's departments/divisions operations are to be conducted.
4. To select, hire, promote, schedule, train, assign, transfer, and evaluate work of bargaining unit members.
5. To direct and supervise the entire work force of the City's departments/divisions, including the establishment of work standards.
6. To demote, suspend, discipline, or dismiss employees for just cause or for employees in their working test period with or without cause.
7. To make, add, delete, alter, revise, amend, and enforce all ordinances, special orders, procedures, rules, pay regulations, administrative regulations and joint regulations.

8. To introduce new or improved methods or facilities.
9. To contract out for goods and services as long as it does not cause the layoff of any bargaining unit employees.
10. The City has the sole authority to determine the purpose and mission of the Police Division and the Board of Public Service and the divisions thereunder.

ARTICLE IV – UNION RIGHTS

Section 1 – Bulletin Boards

The City agrees to furnish and maintain suitable bulletin board space in convenient places in work areas to be used by the Union to provide notices of meeting dates/times and Union elections to its members as reasonably requested by the Union as long as it does not contain commentary on the City's or City department/division policies, practices or management and shall not be used for political activity or other prohibited matters.

Section 2 – Communication

The Police Division will permit the Civilian Personnel Division President or SLPOA President to use the Police Division's electronic and intra-office mail systems for the purpose of notifying bargaining unit members of the date, time and location of a general membership meeting as long as it does not include commentary on the Police Division or the City's policies, practices or management and shall not be used for political activity or other prohibited matters.

Semi-annually the Police Division shall provide to the business representative of the Union the name and job classification of all civilian employees appointed by the Police Division during that period.

Section 3– Selection/Appointment of Representatives

The Union reserves the right to select and appoint its own representatives from within the recognized bargaining unit.

Section 4 – Union Representation

Union representation shall be governed in accordance with Department of Personnel Administrative Regulation No. 143.

Section 5 – Dues Deductions

Dues deductions shall be made in accordance with Joint Regulation No. 1.

Section 6 - Labor Management Conferences

The Association and the City mutually agree that in the interest of efficient management and

harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the City. Such meetings may be requested at least seven (7) days in advance by the Union, Police Division or the Board of Public Service by submitting a written request which expressly provides the agenda for such meeting. Such meetings shall be limited to:

- 1 Discussion of the implementation and general administration of this Agreement.
- 2 A sharing of general information of interest to the parties.
- 3 Items concerning safety issues.
4. The City and the Association agree to cooperate with each other in matters of the administration of this Agreement.
5. Any report or recommendation which may be prepared by the Union as a direct result of a labor-management conference will be in writing and a copy submitted to the appointing authority for the department/division to which the report or recommendation is applicable.

Section 7 - Posting of the Agreement

The Police Division agrees to place a copy of the fully executed Agreement on the Police Division intranet following enactment of a new compensation ordinance.

ARTICLE V – SENIORITY (Police Division Employees Only)

Section 1. Definition

As used herein the term "seniority" shall refer to and be defined as the employee's continuous length of service in the position with the City or its predecessor, whichever is earlier.

Section 2. Conflicts in Vacation or Personal Days

Employees shall select the periods of their annual vacation in accordance with Special Order 3-02 Section II or by mutual agreement of the parties. Any conflict resulting from the selection process shall be resolved by seniority.

Section 3. Watch Selection

Employees shall annually submit their watch preferences to their unit commander. In making watch assignments, unit commanders shall consider the watch preferences of employees by seniority for open positions on a watch and shall make every attempt to honor the preference of more senior employees without involuntarily displacing an employee from a shift unless said preference cannot be honored due to the operational needs of the Police Division.

ARTICLE VI - SECONDARY EMPLOYMENT

Secondary Employment shall be governed by Department of Personnel Administrative Regulation No. 97.

ARTICLE VII – DISCIPLINE

Discipline shall be governed by Department of Personnel Administrative Regulation No. 117.

ARTICLE VIII - GRIEVANCES

Grievances shall be governed by Department of Personnel Administrative Regulation No. 51.

ARTICLE IX -NO STRIKE/NO LOCKOUT

Section 1. No Strike Commitment

Neither the Union nor any bargaining unit members may call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, unauthorized absence, picketing of the Police Division over terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Police Division during the term of this Agreement. Employees shall not refuse to cross any picket line by whoever established.

Section 2. No Lockout

The City will not lock out any employee(s) covered by this Agreement during the term of this Agreement because of a labor dispute with the Union.

ARTICLE X – COMPENSATION

The Union agrees and acknowledges that compensation and benefits, including but not limited to, vacation leave, medical leave, jury leave, military leave, overtime and wages are governed by the City's compensation ordinance, administrative regulations and pay regulations. The Union further agrees and acknowledges that the provisions of this section are subject to the Charter authority of the Director of Personnel to recommend to the Civil Service Commission a compensation ordinance, to the Charter authority of the Civil Service Commission to recommend to the Board of Aldermen and Mayor a compensation ordinance and to authority of the Board of Aldermen and Mayor to enact a compensation ordinance containing these provisions.

Section 1. Salary Increase

The City and Union agree that all full-time employees, whose salary is established under the General or Trades pay schedule, shall have their bi-weekly salary increased by three percent (3%) regardless of their current rate or place in the pay schedule. The increase shall be effective in the first pay period of FY '24 following the effective date of a compensation ordinance containing said provision.

Section 2. Merit Increase

The City and Union agree that employees in the General or Trades pay schedule who would be eligible to receive an annual increase as a result of a "Successful" or "Highly Successful" on their regular employee service rating will receive a one and one-half (1 1/2) percent increase regardless of their current rate or place in the pay schedule.

Section 3. Trainee Rate

The City agrees to increase the Police Dispatcher I (Trainee) rate from the current rate of \$1,512 bi-weekly to the new rate of \$1,581 bi-weekly. Said trainee rate shall be governed in accordance with a pay regulation to be promulgated by the Director of Personnel.

Section 4. Recruitment Rates

The City agrees to establish general recruitment rates for the following job classifications at the rates noted. Said recruitment rates shall be governed in accordance with a pay regulation to be promulgated by the Director of Personnel.

Police Dispatcher I	\$1,678 bi-weekly
Police Dispatcher II	\$1,799 bi-weekly

Section 5. Retention Rates

The City agrees to establish general retention rates for the following job classifications at the rates noted. Said retention rates shall be governed in accordance with a pay regulation to be promulgated by the Director of Personnel.

After completion of five (5) years of service in the following classification and an overall rating of "successful" or better on the employee's last official service rating, employee will be advanced to the following rates:

Police Dispatcher II	\$1,934 bi-weekly
----------------------	-------------------

After completion of ten (10) years of service in one of the following classifications and an overall rating of "successful" or better on the employee's last official service rating, employee will be advanced to the following rates:

Custodian	\$1,431 bi-weekly
Police Dispatcher I	\$1,930 bi-weekly
Police Dispatcher II	\$2,069 bi-weekly

After completion of twenty (20) years of service in one of the following classifications and an overall rating of "successful" or better on the employee's last official service rating, employee will be advanced to the following rates:

Custodian	\$1,617 bi-weekly
Police Dispatcher I	\$2,181 bi-weekly
Police Dispatcher II	\$2,339 bi-weekly

Section 6. Vehicle Maintenance and Use Allowance

The City agrees to increase the vehicle maintenance and use allowance for City employees who are required by their appointing authority to routinely use their personal vehicle in the performance of their duties to two hundred ninety-seven dollars (\$297.00) per month. Eligible employees who use their vehicle with reduced frequency shall be entitled to a vehicle maintenance and use allowance which is reduced in proportion to the reduced frequency of use. However, any such reduction shall be subject to the approval of the Director of Personnel.

Section 7. Overtime

Overtime shall be governed in accordance with Section 15 of Ordinance 71512 for FY '24.

Section 9. Shift Differential

Shift differential shall be governed in accordance with Section 2(f) of Ordinance 71512 for FY '24.

Section 10. Weekend Differential

Weekend differential shall be governed in accordance with Section 2(g) of Ordinance 71512 for FY '24.

Section 10. Vacation Leave

Vacation leave accrual shall be governed in accordance with Section 17 of Ordinance 71512 for FY '24.

Section 11. Medical Leave

Medical leave accrual shall be governed in accordance with Section 18 of Ordinance No. 71512 for FY'24.

Section 12. Holidays

Holidays shall be governed in accordance with Section 16 of Ordinance 71512 for FY'24.

ARTICLE XI – WAGE REOPENER

The City and the Union agree to a wage reopener for FY 25.

ARTICLE XII – Classification Reorganization

The City agrees to study the job classifications of Clerk Typist in the Police Division. The study of said job classification shall commence no later than August 1, 2023. The City agrees that it will review all reasonable requests for job studies and classification reviews submitted by the Appointing Authority for the Police Division or his/her designee.

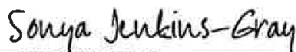
ARTICLE XIII – TERM

Except for the compensation terms contained in Article X, this Agreement shall be effective for a period from the date of its execution, provided the City operates its Police Division as provided in Sections 84.344 and 84.345 of the Revised Missouri Statutes and City Ordinance 69489 until June 15, 2025, and shall be binding during its term upon the parties to this Agreement and their successors. This Agreement may be extended or amended prior to its expiration by written agreement of the City and the Union.

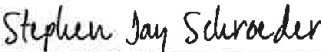
ARTICLE XIV– COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the parties, both written and oral related to the subject matters herein.

CITY OF ST. LOUIS

DocuSigned by:

019F63929A20449...
Sonya Jenkins-Gray
Director of Personnel
Date: 6/27/2023

CIVILIAN PERSONNEL DIVISION

DocuSigned by:

1209255A8A324DA...
Stephen Jay Schroeder
President
Date: 6/28/2023

APPENDIX A

Included: All full-time employees in the job classifications listed below employed by the Police Division of the City. Further, full time employees in the job classifications denoted with an asterisk if said employees were formerly employed by the Board of Police Commissioners and are currently employed in the Division of Facilities Management or the Division of Equipment Services, Board of Public Service, or Supply Division.

Excluded: All other employees employed by the Police Division including bargaining unit employees regularly assigned to work out of the Police Commissioner's office, Law Department, Department of Personnel, Internal Affairs, Investigations/Intelligence and Information Technology Services. Also excluded is the job classification of Secretary II if assigned to Area I Desk/Holdover, Area II Desk/Holdover or Area III Desk/Holdover.

Account Clerk

Accountant

Auditor II (now Auditor)

Building Maintenance Worker*

Buyer

Clerk Typist

Communications Equipment Installer

Communications Service Center Specialist I

Communications Service Center Specialist II

Custodian*

Customer Service Representative I*

Customer Service Representative II

Digital/Printing Press Operator*

Electrician *

Fleet Body Repair Specialist*

Fleet Maintenance Foreman I*

Fleet Maintenance Parts Specialist*

Fleet Maintenance Technician I*

Fleet Maintenance Technician II*

Fleet Maintenance Technician III*

Forensic Science Technician

Housekeeping Supervisor I*

Inventory Control Technician

Latent Fingerprint Examiner

Microcomputer Support Specialist

Painter*

Payroll Specialist I (now Payroll Specialist)

Photographer I

Photographer II

Police Dispatcher I

Police Dispatcher I (Trainee)

Police Dispatcher II

Prisoner Processing Clerk

Procurement Specialist

Program Specialist II

Programmer/Analyst I

Programmer/Analyst II

Public Information Officer I

Secretary I

Secretary II

Security Officer

Stable Attendant

Systems Analyst

Technical Support Specialist I (now Technical Support Specialist)

Utility Worker*

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF ST. LOUIS AND ST. LOUIS
LAMBERT INTERNATIONAL AIRPORT
AND
THE ST. LOUIS POLICE OFFICERS'
ASSOCIATION/FRATERNAL ORDER OF POLICE LODGE 68
FOR THE BARGAINING UNIT CONSISTING OF AIRPORT
POLICE SERGEANTS

PREAMBLE

This Agreement is entered into by the City of St. Louis ("City") and St. Louis Lambert International Airport ("Airport") and the St. Louis Police Officers' Association Fraternal Order of Police Lodge 68 ("Association"). The purpose of this Agreement is to provide an orderly collective bargaining relationship between the City, Airport and the Association representing the Employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of the City, Airport and the Association to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' workplace safety and working conditions. In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 – RECOGNITION

The City and Airport hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on terms and conditions of employment set forth herein for all full-time commissioned personnel of the City of St. Louis assigned to St. Louis Lambert International Airport ("Airport") holding the rank of Airport Police Sergeant as set forth below.

Included: All full-time commissioned personnel holding the rank of Airport Police Sergeant employed by the Airport not specifically excluded herein.

Excluded: All full-time commissioned personnel employed by the Airport holding the rank of Airport Police Sergeant and assigned to work as the administrative aide of the Airport Police Chief or assigned as Sergeant in the Criminal Investigative Division (CID).

The parties acknowledge and agree that Airport Police Sergeant Bargaining Unit Work is one of the many layers of airport security and law enforcement at the Airport, and coexists, cooperates and works harmoniously with the other layers of airport security and law enforcement that operate at the Airport, including but not limited to, the Transportation Security Administration (TSA); Department of Homeland Security (DHS); Federal Bureau of Investigations (FBI); United States Customs and Border Protection (CBP); Federal Air Marshals; Federal Aviation Administration (FAA); St. Louis County Department of Police including their mutual aid police departments; and third party service providers contracted to provide security services at pedestrian and vehicular gates and access points, employee inspection services, employee screening services, vehicle screening services, airfield, terminal and bag-room patrols, perimeter inspections, alarm response, CCTV monitoring, assisting with emergencies, ID badging services & verification, traffic management and parking control, assistance with taxi services, escort services for restricted area access, ramp licensing, physical security inspections/patrols/badge checks, inspection of delivered goods, dispatch services, temperature screening, and other related security and support functions in support of the Airport's security programs and/or emergency response, as ordered by the Airport Deputy Director Operations.

ARTICLE 2 - DEFINITIONS

1. "Airport" means St. Louis Lambert International Airport and its executive management staff including, the Director of Airports and/or the Airport Deputy Director Operations.
2. "Appointing Authority" means the Director of Airports or her/his lawful designee.
3. "City" means the City of St. Louis, Missouri.
4. "Employee," "Bargaining Unit Member," and "Sergeant" mean all commissioned sergeants holding the rank of Airport Police Sergeant, except those specifically excluded in this Agreement.
5. "Bargaining Unit Work" means the protection of persons and property at the Airport, to include maintaining law and order as specified by state statutes and county ordinances that is performed by Airport Police Sergeants within the geographic boundaries of the Airport, upon property owned by the City, and in compliance with the Deputization Manual Rules and Procedures of the St. Louis County Department of Police, dated November 2, 2000 (unless a new version is promulgated by the County and approved by the Airport, in writing) including but not limited to, the following non-exclusive duties: enforcing criminal laws and traffic laws; responding to radio calls for police; investigating crimes; making arrests; assisting with processing, when needed, securing crime scenes; seizing evidence; and, keeping the peace and serving as one of the many critical layers of general airport security of the Airport.
6. "Service" or "Employment" with the Airport Police Department shall mean continuous employment with the Airport.
7. "Job Class" or "Job Classification" for purposes of this Agreement means rank.
8. "Association Representatives" shall include up to two bargaining unit members as well as the Association's Business Manager.
9. "General Orders" shall mean the codified standing regulations promulgated by the Airport Police Chief or Airport.

ARTICLE 3 - NON DISCRIMINATION

Neither the City, Airport nor the Association shall interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employees because of lawful Association membership or non-membership activity or status.

Discrimination on the basis of race, sex, religion, color, age (40 years of age and older), national origin, ancestry, disability, marital status, sexual orientation, gender identity or

expression or genetic information is prohibited in connection with the terms or conditions of employment. Further, retaliation against an employee who files a complaint of discrimination, reports discrimination or cooperates in an investigation of a complaint of discrimination is prohibited.

ARTICLE 4 - PRECEDENT

All Department of Personnel Administrative Regulations, Pay Regulations, Civil Service Rules, Charter provisions, ordinances and all local, state and federal laws and regulations shall take precedence over the CBA if they are in conflict with the CBA. Further, the Deputization Manual of St. Louis County and all general orders promulgated by the Airport Police Department will take precedence over the provisions of the CBA if a conflict exists only to the extent that the General Orders are not in conflict with Department of Personnel Administrative Regulations, Pay Regulations, Civil Service Rules, Charter provisions, ordinances and local, state and/or federal laws and regulations.

ARTICLE 5 - MANAGEMENT RIGHTS

Except as otherwise expressed in this Agreement, the Association recognizes that the Airport and the City possess the sole and exclusive right to operate and direct all of the Airport Police Sergeants in all aspects, including, but not limited to, all rights and authority granted by law including those rights and powers granted by local, state and federal laws and regulations. In the event of any change in laws that results in the City no longer possessing sole and exclusive right to operate and direct of Airport Police Sergeants of the Airport Police Department, all provisions of this Agreement shall be immediately terminated.

Management rights include, but are not limited to, the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

1. To maintain executive management and administrative control of the Airport Police Department and its properties and facilities and the staff.
2. To plan, direct, control, assign and determine the operations or services to be conducted by Airport Police Sergeants.
3. To determine the methods, processes, and means, by which the Airport Police Department operations are to be conducted.
4. To determine, in coordination with the Department of Personnel, staffing configuration and number of personnel by which the Airport Police Department operations are to be conducted.
5. To select, hire, promote, schedule, train, assign and evaluate work of Bargaining Unit Members.

6. To direct and supervise the entire working force of the Airport Police Department including the establishment of work standards and clock in/out procedures through the use of electronic time clocks.
7. To demote, suspend, discipline, or discharge Airport Police Sergeants for just cause and to discipline or dismiss Airport Police Sergeants in their working test period with or without just cause.
8. To make, add, delete, alter, and enforce general orders, procedures, rules and regulations, administrative regulations and pay regulations.
9. To introduce new or improved methods or facilities.
10. To contract out for goods and services.

The City and the Airport have the sole authority to determine the purpose and mission of the Airport Police Department.

ARTICLE 6 - SUBCONTRACTING AND OTHER TRANSFERS OF BARGAINING UNIT WORK

Section 1. General Policy

It is the general policy of the Airport to continue to utilize employees to perform work they are qualified to perform. However, the Airport reserves the right, in its discretion, to contract out any work it deems necessary in the interests of economy, improved work product, or emergency consistent with the City Charter. It shall be noted that the Airport currently has a contract in effect that provides for professional security services. Such future and current subcontracting shall not cause the layoff of any bargaining unit employee.

Section 2. Filling Overtime

When overtime is available for bargaining unit work, but the need for overtime was not known in advance, it shall first be offered to permanent and qualified Bargaining Unit members on a first come first serve basis within their assignment. When an insufficient number of bargaining unit members accept the offered overtime, the Airport Police Department may utilize mandatory overtime and/or offer it to other personnel. If the need for overtime is known in advance, it will be offered on a seniority basis. Mandatory overtime will be assigned in a reverse seniority order, according to the mandatory overtime roster.

ARTICLE 7 - NO STRIKE/NO LOCKOUT

Section 1. No Strike Commitment

Neither the Association nor any of its officers, members or agents may call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, unauthorized absence, picketing of the Airport over the terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the City and Airport during the term of this Agreement. Neither the Association nor any officer shall refuse to cross any picket line (informational or otherwise) while on duty, by whoever established.

This Section does not apply to informational picketing, hand billing and other forms of protected speech designed to communicate with the public about issues of concern to the Association. Such communications shall not request any kind of work stoppage. The Association's right to conduct informational picketing or hand billing as set forth herein shall be subject to the following conditions: 1) no picketing or hand billing on Airport property, 2) no person shall represent himself as speaking as a member of or on behalf of the Airport, 3) persons engaging in such activities shall be off-duty, and 4) persons engaging in such activities shall not be in their Airport Police Department uniform.

Section 2. Performance of Duty

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the City or at the Airport.

Section 3. Resumption of Operations

In the event of action prohibited by Section 1 above, the Association immediately shall disavow such action and request the Airport Police Sergeants to return to work, cease work slowdown or cease all other actions prohibited by Section 1 and shall use its best efforts to achieve a prompt resumption of normal operations. The Association, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section. In the event of an action prohibited by Section 1 the Airport retains the right to otherwise staff the Airport Police Department to ensure the safety of the traveling public.

Section 4. Discipline of Strikers

Any permanent Employee who violates the provisions of Section 1-3 of this Article shall be subject by the Appointing Authority to a pre-termination review and dismissal, and with the approval of the Director of Personnel, may also be placed on Forced Leave immediately. Any action taken by the Airport against any Employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an Airport Police Sergeant in fact participated

in a prohibited action shall be subject to the disciplinary procedure of the City. Employees in their working test period who violate the provisions of Section 1-3 of this Article may be dismissed.

Section 5. No Lockout

The Airport will not lock out any Employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 8 - INTERNAL TRANSFERS

Section 1. Internal Transfers within the Same Job Class

1. If there is a vacancy that the Airport Police Chief elects to fill in the UCR, CID, DEA, JTTF or K-9 units of the Airport Police Department or in the positions of Administrative Services Evidence Officer, Administrative Aide, or Property Officer it shall be posted by e-mail notice for fourteen (14) days and shall be provided to the Association at the time of posting. Performance, skill and ability over the course of the Employees' employment will be considered by the Airport Police Department in filling the position. Permanent Employees on authorized leave shall be eligible to bid provided they meet the posting deadline.
2. If the Airport Police Chief determines that no qualified permanent employees bid for an opening, it may be re-posted or the Airport Police Chief may fill the position with a qualified Employee within the same job class.

Section 2. Temporary Assignments within the Same Job Class

1. DETACHMENTS: In order to satisfy the operational needs of the Airport Police Department, the Airport Police Chief may temporarily detach Employees to positions within the same job class. Absent operational concerns, if there is a detachment in a unit and a regular position in the same unit is vacated, the vacated position may be immediately posted for bid.
2. RESTRICTIONS: Time spent in a detachment may be considered in determining the performance, skill and ability of an Employee bidding for a vacancy or new position. Nothing in this section is meant to prohibit the Airport Police Department from assigning Employees to in-service training so long as they remain in their home assignment.

Section 3. Reductions in Platoons or Units

When the number of employees in a platoon or unit is to be reduced for more than thirty (30) days, the Airport Police Chief shall determine who shall be reassigned based on performance, skill and ability. The Airport Police Department shall provide the Association with a copy of the platoon roster on an annual basis. This section shall not affect the Airport from making schedule changes in accordance with Department of Personnel Administrative Regulation No. 134.

Section 4. Minimum Qualifications for Specialized Units

The Airport Police Department agrees that it shall not establish as a minimum requirement for an internal transfer to a position within the same job class for any specialty assignment, a time of less than two (2) years as an Airport Police Sergeant unless qualified Sergeants with more seniority are unavailable. The Airport Police Department shall notify the Association of any new job qualifications for internal transfers within the same job class prior to the final approval by the Chief. Either party may call a meeting of the Labor-Management Committee within fourteen (14) days to discuss the job qualifications. If requested, the Labor Management Committee shall meet no later than ten (10) days from the notice to discuss the qualifications before final approval.

Section 5. Involuntary Transfers within the Same Job Class

Involuntary transfers from a unit within the Airport Police Department shall not be made in retaliation for Employees exercising Association rights provided for in this CBA, or for other unlawful reasons. Upon request, the Airport Police Department may give a written reason for an involuntary transfer.

ARTICLE 9 - ASSOCIATION RIGHTS

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Union Representation

The provisions of Department of Personnel Administrative Regulation No. 143 shall apply to requests of a single bargaining unit member to be released with pay from his/her duties when his/her presence is requested by an employee within the bargaining unit to attend a pre-disciplinary review, a pre-termination review or participate in an investigation that could reasonably lead to disciplinary action, to serve as the employee's representative. A Union official may serve as the employee's designated representative, in lieu of the bargaining unit member. Only one individual is allowed to provide such representation at a time.

Section 2. Association Negotiating Team

No more than one (1) member for every ten Sergeants designated as being on the Association negotiating team who are scheduled to work on a day on which negotiations will occur shall, for the purpose of attending scheduled negotiations, be excused from their regular duties and shall use accrued vacation leave or compensatory time to attend scheduled negotiations. If a designated Association negotiating team member is off duty on the day or time of negotiations, he/she will not be compensated for attending the session.

Section 3. Bargaining Unit Member List

The Appointing Authority will furnish the Association with a current list of all bargaining unit members on a semi-annual basis, identifying the Employee's name, work email address and date of appointment.

Section 4. Bulletin Boards

The Airport agrees to furnish and maintain a bulletin board space in a work area to be used by the Association for notices to its members. Said bulletin board shall not be used for political activity or other prohibited matters. The Appointing Authority may remove prohibited postings and advise the Association as soon as practicable.

Section 5. Intra-office Mail System

The Airport will permit the Chief Shop Steward or Deputy Chief Shop Steward of the Association to use the Airport's electronic and intra-office mail system for the purpose of notifying bargaining unit members of the date, time and location of a general membership meeting and other reasonable uses as determined by the Association and approved by the Appointing Authority. The use shall not include commentary on the Airport's or the City's policies, practices or management and shall not be used for political activity or other prohibited matters. The Airport agrees to provide the Association's Business Manager with reasonable access to changes in Airport Police Department policies, procedures or orders that are deemed by the Appointing Authority to not contain sensitive security information or confidential information.

Section 6. Roll Call Announcement

Upon reasonable advance notice to the Airport Police Chief and with the Airport Police Chief's consent, a representative of the Association may notify fellow officers of Association business after roll call. In no case shall roll call announcements prohibit or interfere with the Department's ability to meet required response times and fulfill mandatory assignments.

Section 7. Distribution of Agreement

Within thirty (30) days after this Agreement is approved by the Airport, the Airport shall display the Agreement on the password protected part of its website so that it is accessible to all members of the bargaining unit.

Section 8. Monthly Publication

The Airport agrees to allow the Association to deliver to the Airport Police Department copies of its monthly publication which shall be placed in the break room of the department.

ARTICLE 10 - INVESTIGATIVE HISTORY/NOTIFICATION

Section 1. Review of History

An Employee shall have the right, upon reasonable notice to the commander of CID unit of the Airport Police Department, to view the Employee's internal investigative history and to take notes during the viewing but may not leave with any original documents or copies.

Section 2. Notification

Employees shall be given written notice when discipline is issued in accordance with Department of Personnel Administrative Regulation No. 117. An Employee may attach to any material placed within his/her personnel file maintained by the Airport a letter of rebuttal, which must remain in the file along with the material. Signing a copy of the disciplinary action shall constitute receipt of notice only. The Employee shall be entitled to a copy of a Written Reprimand or an Employee Status Form or Change in Employee status form reflecting discipline.

ARTICLE 11 - GRIEVANCE PROCEDURE

The grievance procedure shall be in accordance with Department of Personnel Administrative Regulation No. 51.

ARTICLE 12 - SENIORITY

Section 1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the date of permanent commissioned appointment as an Airport Police Sergeant.

Section 2. Working Test Period

Employees shall serve in a working test period in accordance with the Civil Service Rules of the City of St. Louis, which is currently 11 months in duration, subject to the approval of the Director of Personnel

Section 3. Seniority List

The Employer and Association shall agree upon an initial seniority list setting forth the present seniority dates for all Employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting Employees covered under this Agreement or employed at the time the Agreement becomes effective, except in the case of Employees with identical seniority dates. In the case of such ties, seniority for a specific decision or purpose shall be resolved at the time of the decision

or event by the flip of a coin in the case of a tie between two Employees and the drawing of numbers from a hat in other cases.

Section 4. Termination of Seniority

An Employee shall be terminated by the Employer and his/her seniority broken when he/she:

1. Quits by oral or written resignation; or
2. Is dismissed for cause or in a working test period with or without just cause; or
3. Is laid off for a period of twenty-four (24) months; or
4. Accepts gainful employment while on an approved leave of absence involving an ability to work from the Airport Police Department unless otherwise approved; or
5. Retires.

Section 5. Seniority While On Leave

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. However, Employees will continue to accrue seniority credit for all time spent on military leave and/or family/medical leave. Further, if an employee successfully challenges a disciplinary unpaid suspension, his/her seniority shall be restored.

Section 6. Conflicts in Vacation Days

Employees shall select the periods of their annual vacation prior to the beginning of a new calendar year based on seniority in accordance with General Order P08-04, Section IV which is hereby incorporated by reference, as amended by the Airport Police Chief. Any conflict resulting from the selection process shall be resolved by seniority within their current job assignment. The more senior Employee by virtue of seniority within their current job assignment shall have first choice. To the extent that the Airport allows individual vacation days to be taken throughout the year, those requests shall be processed on a first-come, first-served basis. Notwithstanding any provision of General Order P08-04 to the contrary, the Airport may deny vacation requests based on manpower or operational concerns when multiple requests for the same date(s) on the same platoon or division occur. In such cases, the Employee with the most seniority shall be awarded their vacation request.

Section 7. Return of Former Employees

Employees who resign in good standing and later return to the Airport Authority shall return with a new seniority date.

ARTICLE 13 - WATCH SELECTION/SCHEDULES/ACTING LIEUTENANTS

Section 1. Watch Selection

Permanent Employees shall annually submit their watch preferences to their watch commander (typically the platoon Lieutenant) who is tasked with balancing each platoon with an appropriate number of experienced officers to ensure the operational needs of the Department and Airport are achieved. In making watch assignments, watch commanders shall give consideration to the preferences of employees and shall award the preferred watch preferences based on seniority except where operational needs require otherwise.

Section 2. Schedules

The Appointing Authority shall submit to the Department of Personnel the work schedule established for each employee in the work unit. Work schedule reports shall be submitted upon request of the Director of Personnel or whenever the Appointing Authority proposes to change the permanent (longer than thirty days) work schedule of an employee. The work schedule submitted by the Appointing Authority shall constitute the normal work schedule for the position when approved by the Director of Personnel. Work schedules will not be changed without a prior two (2) week notice to affected employees and the Department of Personnel, except in the event of an emergency as determined by the Appointing Authority.

Section 3. Acting Airport Police Lieutenant

Employees covered by this Agreement who are required to temporarily serve in a supervisory assignment as an Airport Police Lieutenant may, in limited circumstances as defined by Section 2(t) of the compensation ordinance, be eligible for contingency assignment differential or temporary assignment differential. The granting of said differential shall be subject to the parameters set forth in the ordinance and subject to the request of the Appointing Authority and approval of the Director of Personnel

ARTICLE 14 - LABOR MANAGEMENT/SAFETY COMMITTEE

Section 1. Labor Management Conferences

The Association and the Airport mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Association Representatives and Airport representatives. Such meetings must be requested at least fourteen (14) days in advance by either party by placing in writing a request to the other for a labor management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

1. Discussion of the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.

3. Notifying the Association of changes in working conditions not covered by the Agreement which may affect employees.
4. Items concerning safety issues.

The Airport and the Association agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the St. Louis Lambert International Airport and the traveling public. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed at labor-management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Safety Issues

Any report or recommendation which may be prepared by the Association or the Airport as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Association.

Section 4. Association Representative Attendance

When absence from work is required to attend labor-management conferences with the Airport, employees shall, at least 72 hours in advance, request approval from the Airport Police Chief to attend. Only one (1) on duty employee may attend such conferences.

ARTICLE 15 - GENERAL PROVISIONS

Section 1. Other Employment

Secondary Employment for Employees covered by this Agreement shall be governed by City of St. Louis Department of Personnel Administrative Regulation No. 97. In accordance with General Order P09-01 law enforcement related and/or security related secondary employment will not be allowed when the employee is serving a disciplinary suspension or is on forced leave.

Section 2. Emergency Conditions

If, at the discretion of the Appointing Authority, it is determined that emergency conditions exist, including but not limited to aviation emergencies, weather emergencies, riots, civil disorders,

tornado conditions, floods, or other similar catastrophes, upon written notice to an Association representative at a practical time, the provisions of this Agreement may be suspended by the Airport during the time of the emergency. The Airport agrees to return to normal operations as soon as the conditions that led to the declaration of an emergency no longer significantly interfere with the operations of the Airport. For any emergency condition defined herein, exceeding 14 days, the Airport Director or designee will hold a Labor Management Conference, as described in Article 14, to discuss the nature of the emergency in more detail, and provide an anticipated time to resume normal operations. After an additional 14 days of the emergency condition, the Union may request another Labor Management Conference and request attendance of the Director of Personnel and/or the Mayor's Director of Operations, or their designees, for further discussion on the emergency condition.

Section 3. Clothing and Equipment

The Airport shall provide the clothing and equipment set forth on Appendix A for all Airport Police Sergeants. The Appendix is subject to change by the Airport Police Chief or the Appointing Authority, however, within 7 business days one of the above shall notify the Union of the change. Worn or damaged equipment or clothing shall be replaced by the Airport subject to the procedures established by the Airport Police Chief. Some employees in specialized units and/or an administrative position may be issued use of an Airport Police Department vehicle and/or cell phone that the Airport will be responsible for maintaining. This shall be at the discretion of the Airport. The Association shall be notified of changes to the Appendix.

Section 4. Uniform, Safety and Equipment Committee

There shall be one (1) uniform, safety, and equipment committee ("Committee") to consider and/or investigate uniform, safety and equipment issues. The Committee shall be composed of two (2) bargaining unit members at the rank of Airport Police Officer, one (1) bargaining unit member at the rank of Airport Police Sergeant to be appointed by the Union as well as management personnel to be appointed by the Airport. The Committee may make recommendations to the Airport Police Chief regarding changes to existing uniform requirements, Airport Police Department issued equipment, or to existing safety standards.

Section 5. Savings Clause

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation, or by executive order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Section 6. Increasing Job Satisfaction

In order to enhance employee production and increase the morale and job satisfaction of employees, the Airport agrees to the following:

1. Job Satisfaction Surveys: In coordination with the Department of Personnel, the Airport may conduct annual Employee satisfaction surveys of bargaining unit members. If conducted, the results of the surveys may be supplied to the Association and Department of Personnel.
2. Exit Interviews: The Airport may conduct exit interviews of Bargaining Unit Members who retire or resign.

Section 7. Facial Hair

Employees, both uniformed and plain-clothes, may grow beards and /or mustaches so long as such facial hair does not interfere with donning approved Personal Protective Equipment, such as an air purifying respiratory (example — an N-95) where a tight seal is required. The Airport Police Chief may further prohibit anything that will prevent an air purifying respirator from making the required tight fit, such as earrings, head scarves, wigs and facial piercings. The Airport Police Chief, in his/her sole discretion will determine on a case-by-case basis if facial hair comports with the professional standards of the Airport Police Department and OSHA / CDC requirements.

Section 8. Address of Record

The parties agree that the address of record for the purpose of any service required by this Agreement via US Mail shall be as follows:

St. Louis Police Officers' Association
3710 Hampton Avenue
St. Louis, MO 63109

St. Louis Lambert International Airport
Director's Office
P.O. Box 10212
10701 Lambert International Blvd.
St. Louis, MO 63145

City of St. Louis
Director of Personnel
1114 Market street, Room 700
St. Louis, MO 63101

The parties further agree that any communications, notices or filings not specifically required by this Agreement to be delivered via US Mail may be delivered electronically via email at addresses provided to one another by the parties.

ARTICLE 16 - COMPENSATION

Section 1. Compensation

The parties agree and acknowledge that the compensation provisions of this Agreement are subject to the Charter authority of the Civil Service Commission to recommend to the Board of Aldermen a compensation ordinance containing the compensation terms stated herein and to the Charter authority of the Board of Aldermen and Mayor to enact an ordinance containing said compensation terms. The parties further agree and acknowledge that Bargaining Unit members' current compensation is established in City Ordinance 71512.

Section 2. General Recruitment Rates

The City agrees to establish a general recruitment rate for the following job classification at no less than the rate noted below. Said general recruitment rate shall be governed in accordance with a pay regulation to be promulgated by the Director of Personnel.

Airport Police Sergeant \$1,971 bi-weekly

Section 3. Retention Schedule

The City agrees to establish the following retention schedule. Said retention rates shall be governed in accordance with a pay regulation to be promulgated by the Director of Personnel:

Sergeant	New Starting Pay Sgt	\$1,971	\$51,246.00	After 5 years of Service	\$2,156	\$56,056.00
Sergeant	5 yrs of City service	\$2,156	\$56,056.00	After 10 years of Service	\$2,318	\$60,268.00
Sergeant	10 yrs of City service	\$2,318	\$60,268.00	After 15 years of Service	\$2,492	\$64,792.00
Sergeant	15 yrs of City service	\$2,492	\$64,792.00	After 20 years of Service	\$2,679	\$69,654.00
Sergeant	20 yrs of City Service	\$2,679	\$69,654.00			

Section 4. Commuting Allowance

The City agrees to increase the commuting allowance amount to one hundred eighty dollars (\$ 180.00) bi-weekly for eligible employees covered under this agreement who reside within the corporate limits of the City of St. Louis. The remaining provisions in Ordinance No. 71512 applicable to the commuting allowance shall remain unchanged.

Section 5. Wage Increase

The City and Union agree that all full-time employees, whose salary is established under the General or Trades pay schedule, shall have their bi-weekly salary increased by three percent (3%) regardless of their current rate or place in the pay schedule. The City and Union agree and acknowledge that this provision is subject to recommendation by the Civil Service Commission to the Board of Aldermen and Mayor of an ordinance containing said provision and is subject to the passage of such ordinance. The increase shall be effective the first pay period of FY 24, following the passage of the ordinance containing said provision.

Section 6. Education Incentive

The City agrees to maintain the current education incentive program for Airport Police Personnel, as outlined in Department of Personnel Pay Regulation C-1.

Section 6. Other Provisions

Overtime and other compensation provisions contained in Ordinance 71512 will not change. The parties understand and agree that compensation increases described herein shall become effective if and when a compensation ordinance containing said terms is approved and becomes effective.

Section 7. Wage Re-opener

The parties hereby agree to a Wage Re-Opener negotiations for Fiscal Year 2025 and 2026.

ARTICLE 17 - COMPLETE AGREEMENT

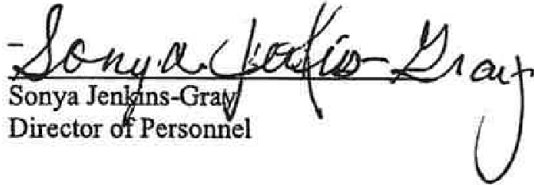
This Agreement, together with the appendices referred to herein, constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, obligations and understandings of the parties, both written and oral, related to the subject matter herein


ARTICLE 18 – DURATION AND RENEWAL OF AGREEMENT

Except for the compensation terms contained in Article 16, this Agreement shall be effective for a period from the date of its execution, until June 12, 2026 provided that the City operates the Airport Police Department and shall be binding during its term upon the parties to this Agreement.

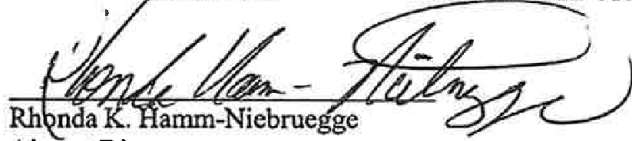
CITY OF ST. LOUIS

ST. LOUIS POLICE OFFICERS' ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE 68


Sonya Jenkins-Gray
Director of Personnel


Stephen Jay Schroeder
President

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT


Rhonda K. Hamm-Niebruegge
Airport Director

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF ST. LOUIS AND ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT

AND

THE ST. LOUIS POLICE OFFICERS' ASSOCIATION/FRATERNAL
ORDER OF POLICE LODGE 68

FOR THE BARGAINING UNIT CONSISTING OF AIRPORT
POLICE OFFICERS

5/8/23

PREAMBLE

This Agreement is entered into by the City of St. Louis ("City") and St. Louis Lambert International Airport ("Airport") and the St. Louis Police Officers' Association/Fraternal Order of Police Lodge 68 ("Association"). The purpose of this Agreement is to provide an orderly collective bargaining relationship between the City, the Airport, and the Association representing the Employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of the City, the Airport, and the Association to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' workplace safety and working conditions. In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 - RECOGNITION

The City and the Airport hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on terms and conditions of employment set forth herein for all full-time commissioned personnel of the City of St. Louis assigned to St. Louis Lambert International Airport ("Airport") holding the rank of Airport Police Officer as set forth below.

Included: All full-time commissioned personnel holding the rank of Airport Police Officer employed by the Airport not specifically excluded herein.

Excluded: All full-time commissioned personnel employed by the Airport holding the rank of Airport Police Officer and assigned to work as the administrative aide of the Airport Police Chief or assigned as Detectives in the Criminal Investigative Division (CID) who serve as part of the Internal Affairs investigative staff.

The parties acknowledge and agree that Airport Police Officer Bargaining Unit Work is one of the many layers of airport security and law enforcement at the Airport, and coexists, cooperates and works harmoniously with the other layers of airport security and law enforcement that operate at the Airport, including but not limited to, the Transportation Security Administration (TSA); Department of Homeland Security (DHS); Federal Bureau of Investigations (FBI); United States Customs and Border Protection (CBP); Federal Air Marshals; Federal Aviation Administration (FAA); St. Louis County Department of Police including their mutual aid police departments; and third party service providers contracted to provide security services at pedestrian and vehicular gates and access points, employee inspection services, employee screening services, vehicle screening services, airfield, terminal and bag-room patrols, perimeter inspections, alarm response, CCTV monitoring, assisting with emergencies, ID badging services & verification, traffic management and parking control, assistance with taxi services, escort services for restricted area access, ramp licensing, physical security inspections/patrols/badge checks, inspection of delivered goods, dispatch services, temperature screening, and other related security and support functions in support of the Airport's security programs and/or emergency response, as ordered by the Airport Deputy Director Operations.

ARTICLE 2 - DEFINITIONS

1. "Airport" means St. Louis Lambert International Airport and its executive management staff including, the Director of Airports and/or the Airport Deputy Director Operations.
2. "Appointing Authority" means the Director of Airports or her/his lawful designee.
3. "City" means the City of St. Louis, Missouri.
4. "Employee," "Bargaining Unit Member," and "Officer" mean all commissioned officers holding the rank of Airport Police Officer, except those specifically excluded in this Agreement.
5. "Bargaining Unit Work" means the protection of persons and property at the Airport, to include maintaining law and order as specified by state statutes and county ordinances that is currently performed by Airport Police Officers within the geographic boundaries of the Airport, upon property owned by the City, and in compliance with the Deputization Manual Rules and Procedures of the St. Louis County Department of Police, dated November 2, 2000 (unless a new version is promulgated by the County and approved by the Airport, in writing) including but not limited to, the following non-exclusive duties: enforcing criminal laws and traffic laws; responding to radio calls for police; investigating crimes; making arrests; assisting with processing when needed, securing crime scenes; seizing evidence; and, keeping the peace and serving as one of the many critical layers of general airport security of the Airport.
6. "Service" or "Employment" with the Airport Police Department shall mean continuous employment with the Airport.
7. "Job Class" or "Job Classification" for purposes of this Agreement means rank.
8. "Association Representatives" shall include up to two bargaining unit members as well as the Association's Business Manager.
9. "General Orders" shall mean the codified standing regulations promulgated by the Airport Police Chief or Airport.

ARTICLE 3 - NON DISCRIMINATION

Neither the City, nor the Airport, nor the Association shall interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any such employees because of lawful Association membership or non- membership activity or status.

Discrimination on the basis of race, sex, religion, color, age (40 years of age and older), national origin, ancestry, disability, marital status, sexual orientation, gender identity or expression or genetic information is prohibited in connection with the terms or conditions of employment. Further, retaliation against an employee who files a complaint of discrimination, reports discrimination or cooperates in an investigation of a complaint of discrimination is prohibited.

SSS
Lg

ARTICLE 4 - PRECEDENT

All Department of Personnel Administrative Regulations, Pay Regulations, Civil Service Rules, Charter provisions, ordinances and all local, state and federal laws and regulations shall take precedence over the CBA if they are in conflict with the CBA. Further, the Deputization Manual of St. Louis County and all general orders promulgated by the Airport Police Department will take precedence over the provisions of the CBA if a conflict exists only to the extent that the General Orders are not in conflict with Department of Personnel Administrative Regulations, Pay Regulations, Civil Service Rules, Charter provisions, ordinances and local, state and/or federal laws and regulations.

ARTICLE 5 - MANAGEMENT RIGHTS

Except as otherwise expressed in this Agreement, the Association recognizes that the City and the Airport possesses the sole and exclusive right to operate and direct all of the Airport Police Officers in all aspects, including, but not limited to, all rights and authority granted by law including those rights and powers granted by local, state and federal laws and regulations. In the event of any change in laws that results in the City no longer possessing sole and exclusive right to operate and direct all Airport Police Officers of the Airport Police Department, all provisions of this Agreement shall be immediately terminated.

Management rights include, but are not limited to, the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

1. To maintain executive management and administrative control of the Airport Police Department and its properties and facilities and the staff.
2. To plan, direct, control, assign and determine the operations or services to be conducted by Airport Police Officers.
3. To determine the methods, processes, and means, by which the Airport Police Department operations are to be conducted.
4. To determine, in coordination with the Department of Personnel, staffing configuration and number of personnel by which the Airport Police Department operations are to be conducted.
5. To select, hire, promote, schedule, train, assign and evaluate work of Bargaining Unit Members.
6. To direct and supervise the entire working force of the Airport Police Department including the establishment of work standards and clock in / out procedures through the use of electronic time clocks.
7. To demote, suspend, discipline, or discharge Airport Police Officers for just cause and to discipline or dismiss Airport Police Officers in their working test period with or without just cause.
8. To make, add, delete, alter, and enforce general orders, procedures, rules and regulations, administrative regulations and pay regulations.

LY SJS

9. To introduce new or improved methods or facilities.

10. To contract out for goods and services.

The Airport and the City have the sole authority to determine the purpose and mission of the Airport Police Department.

ARTICLE 6 - SUBCONTRACTING AND OTHER TRANSFERS OF BARGAINING UNIT WORK

Section 1. General Policy

It is the general policy of the Airport to continue to utilize employees to perform work they are qualified to perform. However, the Airport reserves the right, in its discretion, to contract out any work it deems necessary in the interests of economy, improved work product, or emergency consistent with the City Charter. It shall be noted that the Airport currently has a contract in effect that provides for professional security services. Such future and current subcontracting shall not cause the layoff of any bargaining unit employee.

Section 2. Filling Overtime

When overtime is available for bargaining unit work, but the need for overtime was not known in advance, it shall first be offered to permanent and qualified Bargaining Unit members on a first-come-first-served basis within their assignment. When an insufficient number of bargaining unit members accept the offered overtime, the Airport Police Department may utilize mandatory overtime and/or offer it to other personnel. If the need for overtime is known in advance, it will be offered on a seniority basis. Mandatory overtime will be assigned in a reverse seniority order, according to the mandatory overtime roster.

ARTICLE 7 - NO STRIKE/NO LOCKOUT

Section 1. No Strike Commitment

Neither the Association nor any of its officers, members or agents may call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, unauthorized absence, picketing of the Airport over the terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the City and Airport during the term of this Agreement. Neither the Association nor any officer shall refuse to cross any picket line (informational or otherwise) while on duty, by whoever established.

This Section does not apply to informational picketing, hand billing and other forms of protected speech designed to communicate with the public about issues of concern to the Association. Such communications shall not request any kind of work stoppage. The Association's right to conduct informational picketing or hand billing as set forth herein shall be subject to the following conditions: 1) no picketing or hand billing on Airport property, 2) no person shall represent himself as speaking as a member of or on behalf of the Airport, 3) persons engaging in such

Handwritten signature/initials

activities shall be off-duty, and 4) persons engaging in such activities shall not be in their Airport Police Department uniform.

Section 2. Performance of Duty

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the City or at the Airport.

Section 3. Resumption of Operations

In the event of action prohibited by Section 1 above, the Association immediately shall disavow such action and request the Airport Police Officers to return to work, cease work slowdown or cease all other actions prohibited by Section 1 and shall use its best efforts to achieve a prompt resumption of normal operations. The Association, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section. In the event of an action prohibited by Section 1 the Airport retains the right to otherwise staff the Airport Police Department to ensure the safety of the traveling public.

Section 4. Discipline of Strikers

Any permanent Employee who violates the provisions of Section 1-3 of this Article shall be subject by the Appointing Authority to a pre-termination review and dismissal, and with the approval of the Director of Personnel, may also be placed on Forced Leave immediately. Any action taken by the Airport against any Employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an Airport Police Officer in fact participated in a prohibited action shall be subject to the disciplinary procedure of the City. Employees in their working test period who violate the provisions of Section 1-3 of this Article may be dismissed.

Section 5. No Lockout

The Airport will not lock out any Employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 8 - INTERNAL TRANSFERS

Section 1. Internal Transfers within the Same Job Class

1. If there is a vacancy that the Airport Police Chief elects to fill in the UCR, CID, DEA, JTTF or K-9 units of the Airport Police Department or in the positions of Administrative Services Evidence Officer, Administrative Aide, or Property Officer it shall be posted by e-mail notice for fourteen (14) days and shall be provided to the Association at the time of posting. Performance, skill and ability over the course of the Employees' employment will be considered by the Airport Police Department in filling the position. Permanent Employees on authorized leave shall be eligible to bid provided they meet the posting deadline.
2. If the Airport Police Chief determines that no qualified permanent employees bid for an opening, it may be re-posted or the Airport Police Chief may fill the position with a qualified Employee within the same job class.

LG 555

Section 2. Temporary Assignments within the Same Job Class

1. **DETACHMENTS:** In order to satisfy the operational needs of the Airport Police Department, the Airport Police Chief may temporarily detach Employees to positions within the same job class. Absent operational concerns, if there is a detachment in a unit and a regular position in the same unit is vacated, the vacated position may be immediately posted for bid.
2. **RESTRICTIONS:** Time spent in a detachment may be considered in determining the performance, skill and ability of an Employee bidding for a vacancy or new position. Nothing in this section is meant to prohibit the Airport Police Department from assigning Employees to in-service training so long as they remain in their home assignment.

Section 3. Reductions in Platoons or Units

When the number of employees in a platoon or unit is to be reduced for more than thirty (30) days, the Airport Police Chief shall determine who shall be reassigned based on performance, skill and ability. The Airport Police Department shall provide the Association with a copy of the platoon roster on an annual basis. This section shall not affect the Airport from making schedule changes in accordance with Department of Personnel Administrative Regulation No. 134.

Section 4. Minimum Qualifications for Specialized Units

The Airport Police Department agrees that it shall not establish as a minimum requirement for an internal transfer to a position within the same job class for any specialty assignment, a time of less than two (2) years as an Airport Police Officer unless qualified Officers with more seniority are unavailable. The Airport Police Department shall notify the Association of any new job qualifications for internal transfers within the same job class prior to the final approval by the Chief. Either party may call a meeting of the Labor-Management Committee within fourteen (14) days to discuss the job qualifications. If requested, the Labor Management Committee shall meet no later than ten (10) days from the notice to discuss the qualifications before final approval.

Section 5. Involuntary Transfers within the Same Job Class

Involuntary transfers from a unit within the Airport Police Department shall not be made in retaliation for Employees exercising Association rights provided for in this CBA, or for other unlawful reasons. Upon request, the Airport Police Department may give a written reason for an involuntary transfer.

ARTICLE 9 - ASSOCIATION RIGHTS

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Union Representation

The provisions of Department of Personnel Administrative Regulation No. 143 shall apply to requests of a single bargaining unit member to be released with pay from his/her duties when his/her presence is requested by an employee within the bargaining unit to attend a pre-disciplinary review, a pre-termination review or participate in an investigation that could reasonably lead to disciplinary action, to serve as the employee's representative. A Union official may serve as the employee's designated representative, in lieu of the bargaining unit member. Only one individual is allowed to provide such representation at a time.

Section 2. Association Negotiating Team

No more than two (2) members designated as being on the Association negotiating team who are scheduled to work on a day on which negotiations will occur shall, for the purpose of attending scheduled negotiations, be excused from their regular duties and shall use vacation leave or compensatory time to attend scheduled negotiations. If a designated Association negotiating team member is off duty on the day or time of negotiations, he/she will not be compensated for attending the session.

Section 3. Bargaining Unit Member List

The Appointing Authority will furnish the Association with a current list of all bargaining unit members on a semi-annual basis, identifying the Employee's name, work email address and date of appointment.

Section 4. Bulletin Boards

The Airport agrees to furnish and maintain a bulletin board space in a work area to be used by the Association for notices to its members. Said bulletin board shall not be used for political activity or other prohibited matters. The Appointing Authority may remove prohibited postings and advise the Association as soon as practicable.

Section 5. Intra-office Mail System

The Airport will permit the Chief Shop Steward or Deputy Chief Shop Steward of the Association to use the Airport's electronic and intra-office mail system for the purpose of notifying bargaining unit members of the date, time and location of a general membership meeting and other reasonable uses as determined by the Association and approved by the Appointing Authority. The use shall not include commentary on the Airport's or the City's policies, practices or management and shall not be used for political activity or other prohibited matters. The Airport agrees to provide the Association's Business Manager with reasonable access to changes in Airport Police Department policies, procedures or orders that are deemed by the Appointing Authority to not contain sensitive security information or confidential information.

Section 6. Roll Call Announcement

Upon reasonable advance notice to the Airport Police Chief and with the Airport Police Chiefs consent, a representative of the Association may notify fellow officers of Association business after roll call. In no case shall roll call announcements prohibit or interfere with the Department's ability to meet required response times and fulfill mandatory assignments.

Section 7. Distribution of Agreement

Within thirty (30) days after this Agreement is approved by the Airport, the Airport shall display the Agreement on the password protected part of its website so that it is accessible to all members of the bargaining unit.

Section 8. Monthly Publication

The Airport agrees to allow the Association to deliver to the Airport Police Department copies of its monthly publication which shall be placed in the break room of the department.

ARTICLE 10 - INVESTIGATIVE HISTORY/NOTIFICATION

Section 1. Review of History

An Employee shall have the right, upon reasonable notice to the commander of CID unit of the Airport Police Department, to view the Employee's internal investigative history and to take notes during the viewing but may not leave with any original documents or copies.

Section 2. Notification

Employees shall be given written notice when discipline is issued in accordance with Department of Personnel Administrative Regulation No. 117. An Employee may attach to any material placed within his/her personnel file maintained by the Airport a letter of rebuttal, which must remain in the file along with the material. Signing a copy of the disciplinary action shall constitute receipt of notice only. The Employee shall be entitled to a copy of a Written Reprimand or an Employee Status Form or Change in Employee status form reflecting discipline.

ARTICLE 11 - GRIEVANCE PROCEDURE

The grievance procedure shall be in accordance with Department of Personnel Administrative Regulation No. 51.

ARTICLE 12 - SENIORITY

Section 1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the date of permanent commissioned appointment as an Airport Police Officer.

Section 2. Working Test Period

Employees shall serve in a working test period in accordance with the Civil Service Rules of the City of St. Louis, which is currently 11 months in duration, subject to the approval of the Director of Personnel.

Section 3. Seniority List

The Employer and Association shall agree upon an initial seniority list setting forth the present seniority dates for all Employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting Employees covered under this Agreement or employed at the time the Agreement

SH-555

becomes effective, except in the case of Employees with identical seniority dates. In the case of such ties, seniority for a specific decision or purpose shall be resolved at the time of the decision or event by the flip of a coin in the case of a tie between two Employees and the drawing of numbers from a hat in other cases.

Section 4. Termination of Seniority

An Employee shall be terminated by the Employer and his/her seniority broken when he/she:

1. Quits by oral or written resignation; or
2. Is dismissed for cause or in a working test period with or without just cause; or
3. Is laid off for a period of twenty-four (24) months; or
4. Accepts gainful employment while on an approved leave of absence involving an ability to work from the Airport Police Department unless otherwise approved; or
5. Retires.

Section 5. Seniority While On Leave

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. However, Employees will continue to accrue seniority credit for all time spent on military leave and/or family/medical leave. Further, if an employee successfully challenges a disciplinary unpaid suspension, his/her seniority shall be restored.

Section 6. Conflicts in Vacation Days

Employees shall select the periods of their annual vacation prior to the beginning of a new calendar year based on seniority in accordance with General Order P08-04, Section IV which is hereby incorporated by reference, as amended by the Airport Police Chief. Any conflict resulting from the selection process shall be resolved by seniority within their current job assignment. The more senior Employee by virtue of seniority within their current job assignment shall have first choice. To the extent that the Airport allows individual vacation days to be taken throughout the year, those requests shall be processed on a first-come, first-served basis. Notwithstanding any provision of General Order P08-04 to the contrary, the Airport may deny vacation requests based on manpower or operational concerns when multiple requests for the same date(s) on the same platoon or division occur. In such cases, the Employee with the most seniority shall be awarded their vacation request.

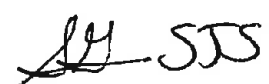
Section 7. Return of Former Employees

Employees who resign in good standing and later return to the Airport Authority shall return with a new seniority date.

ARTICLE 13- WATCH SELECTION/SCHEDULES/ACTING SERGEANTS

Section 1. Watch Selection

Permanent Employees shall annually submit their watch preferences to their watch commander (typically the platoon Lieutenant) who is tasked with balancing each platoon with an appropriate number of experienced officers to ensure the operational needs of the Department and Airport are

A handwritten signature in dark ink, appearing to be "JH SJS", is located in the bottom right corner of the page.

achieved. In making watch assignments, watch commanders shall give consideration to the preferences of employees and shall award the preferred watch preferences based on seniority except where operational needs require otherwise.

Section 2. Schedules

The Appointing Authority shall submit to the Department of Personnel the work schedule established for each employee in the work unit. Work schedule reports shall be submitted upon request of the Director of Personnel or whenever the Appointing Authority proposes to change the permanent (longer than thirty days) work schedule of an employee. The work schedule submitted by the Appointing Authority shall constitute the normal work schedule for the position when approved by the Director of Personnel. Work schedules will not be changed without a prior two (2) week notice to affected employees and the Department of Personnel, except in the event of an emergency as determined by the Appointing Authority.

Section 3. Acting Sergeants

Employees covered by this Agreement who are required to temporarily serve in a supervisory assignment as an Airport Police Sergeant may, in limited circumstances as defined by Section 2(t) of the compensation ordinance, be eligible for contingency assignment differential or temporary assignment differential. The granting of said differential shall be subject to the parameters set forth in the ordinance and subject to the request of the Appointing Authority and approval of the Director of Personnel.

ARTICLE 14 - LABOR MANAGEMENT/SAFETY COMMITTEE

Section 1. Labor Management Conferences

The Association and the Airport mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Association Representatives and Airport representatives. Such meetings must be requested at least fourteen (14) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

1. Discussion of the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Association of changes in working conditions not covered by the Agreement which may affect employees.
4. Items concerning safety issues.

The Airport and the Association agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the St. Louis Lambert International Airport and the traveling public.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed at labor-management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Safety Issues

Any report or recommendation which may be prepared by the Association or the Airport as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Association.

Section 4. Association Representative Attendance

When absence from work is required to attend labor-management conferences with the Airport, employees shall, at least 72 hours in advance, request approval from the Airport Police Chief to attend. Only one (1) on duty employee may attend such conferences.

ARTICLE 15 - GENERAL PROVISIONS

Section 1. Other Employment

Secondary Employment for Employees covered by this Agreement shall be governed by City of St. Louis Department of Personnel Administrative Regulation No. 97. In accordance with General Order P09-01 law enforcement related and/or security related secondary employment will not be allowed when the employee is serving a disciplinary suspension or is on forced leave.

Section 2. Emergency Conditions

If, at the discretion of the Appointing Authority, it is determined that emergency conditions exist, including but not limited to aviation emergencies, weather emergencies, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon written notice to an Association representative at a practical time, the provisions of this Agreement may be suspended by the Airport during the time of the emergency. The Airport agrees to return to normal operations as soon as the conditions that led to the declaration of an emergency no longer significantly interfere with the operations of the Airport. For any emergency condition defined herein, exceeding 14 days, the Airport Director or designee will hold a Labor Management Conference, as described in Article 14, to discuss the nature of the emergency in more detail, and provide an anticipated time to resume normal operations. After an additional 14 days of the emergency condition, the Union may request another Labor Management Conference and request attendance of the Director of Personnel and/or the Mayor's Director of Operations, or their designees, for further discussion on the emergency condition.

Section 3. Clothing and Equipment

The Airport shall provide the clothing and equipment set forth on Appendix A for all Airport Police Officers. The Appendix is subject to change by the Airport Police Chief or the Appointing Authority; however, within 7 business days one of the above shall notify the Association of the change.

Worn or damaged equipment or clothing shall be replaced by the Airport subject to the procedures established by the Airport Police Chief.

Some employees in specialized units and/or an administrative position may be issued use of an Airport Police Department vehicle and/or cell phone that the Airport will be responsible for maintaining. This shall be at the discretion of the Airport. The Association shall be notified of changes to the Appendix.

Section 4. Uniform, Safety and Equipment Committee

There shall be one (1) uniform, safety, and equipment committee ("Committee") to consider and/or investigate uniform, safety and equipment issues. The Committee shall be composed of two (2) bargaining unit members at the rank of Airport Police Officer, one (1) bargaining unit member at the rank of Airport Police Sergeant to be appointed by the Union as well as management personnel to be appointed by the Airport. The Committee may make recommendations to the Airport Police Chief regarding changes to existing uniform requirements, Airport Police Department issued equipment, or to existing safety standards.

Section 5. Savings Clause

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation, or by executive order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Section 6. Increasing Job Satisfaction

In order to enhance employee production and increase the morale and job satisfaction of employees, the Airport agrees to the following:

1. **Job Satisfaction Surveys:** In coordination with the Department of Personnel, the Airport may conduct annual Employee satisfaction surveys of bargaining unit members. If conducted, the results of the surveys may be supplied to the Association and Department of Personnel.
2. **Exit Interviews:** The Airport may conduct exit interviews of Bargaining Unit Members who retire or resign.

Section 7. Facial Hair

Employees, both uniformed and plain-clothes, may grow beards and /or mustaches so long as such facial hair does not interfere with donning approved Personal Protective Equipment, such as an air purifying respiratory (example - an N-95) where a tight seal is required. The Airport Police Chief may further prohibit anything that will prevent an air purifying respirator from making the required tight fit, such as earrings, head scarves, wigs and facial piercings. The Airport Police Chief, in his/her sole discretion will determine on a case-by-case basis if facial hair comports with the professional standards of the Airport Police Department and OSHA / CDC requirements.

LASTS

Section 8. Address of Record

The parties agree that the address of record for the purpose of any service required by this Agreement via US Mail shall be as follows:

St. Louis Police Officers' Association
3710 Hampton Avenue
St. Louis, MO 63109

St. Louis Lambert International Airport
Director's Office
P.O. Box 10212
10701 Lambert International Blvd.
St. Louis, MO 63145

City of St. Louis
Director of Personnel
1114 Market Street, Room 700
St. Louis, MO 63101

The parties further agree that any communications, notices or filings not specifically required by this Agreement to be delivered via US Mail may be delivered electronically via email at addresses provided to one another by the parties.

Section 9. Reimbursement of Training Costs

The parties agree that should an Airport Police Officer terminate employment within three years of appointment, he/she shall reimburse the City for the cost of the Police Academy training provided to the employee, subject to the provisions of an ordinance.

ARTICLE 16 - COMPENSATION

Section 1. Compensation

The parties agree and acknowledge that the compensation provisions of this Agreement are subject to the Charter authority of the Civil Service Commission to recommend to the Board of Aldermen a compensation ordinance containing the compensation terms stated herein and to the Charter authority of the Board of Aldermen and Mayor to enact an ordinance containing said compensation terms. The parties further agree and acknowledge that Bargaining Unit members' current compensation is established in City Ordinance 71512.

Section 2 - General Recruitment Rate

The City agrees to establish general recruitment rates for the following job classification at no less than the rates noted below. Said general recruitment rates shall be governed in accordance with a pay regulation to be promulgated by the Director of Personnel.

Airport Police Officer (Non P.O.S.T certified) \$1736 bi-weekly

Airport Police Officer (P.O.S.T. certified) \$1,869 bi-weekly

Section 3. Retention Schedule

The City agrees to establish the following retention schedule. Said retention rates shall be governed in accordance with a pay regulation to be promulgated by the Director of Personnel:

Officer	New Starting Pay Post Certified	\$1,869	\$48,594.00	After 5 years of Service	\$2,045	\$53,170.00
Officer	5 years of service	\$2,045	\$53,170.00	After 10 years of Service	\$2,198	\$67,148.00
Officer	10 years of service	\$2,198	\$57,148.00	After 15 years of Service	\$2,363	\$61,438.00
Officer	15 years of service	\$2,363	\$61,438.00	After 20 years of Service	\$2,540	\$66,040.00
Officer	20 years of service	\$2,540	\$66,040.00			

Section 4. Hiring Incentive

Effective the first pay period following full execution of this agreement: new, full-time employees, accepting appointment to the Airport Police Officer classification, who have successfully completed his/her working test period and been granted permanent civil status, shall receive a Hiring Incentive of \$3,000. The parameters of the Hiring Incentive shall be subject to the provisions of Chapter C-34.

Section 5. Wage Increase

The City and Union agree that all full-time employees, whose salary is established under the General or Trades pay schedule, shall have their bi-weekly salary increased by three percent (3%) regardless of their current rate or place in the pay schedule. The City and Union agree and acknowledge that this provision is subject to recommendation by the Civil Service Commission to the Board of Aldermen and Mayor an ordinance containing said provision and is subject to the passage of such ordinance. The increase shall be effective the first pay period of FY 24, following the passage of the ordinance containing said provision.

Section 6. Commuting Allowance

The City agrees to increase the commuting allowance amount to one hundred eighty dollars (\$180.00) bi-weekly for eligible employees covered under this agreement who reside within the corporate limits of the City of St. Louis. The remaining provisions in Ordinance No. 71512 applicable to the commuting allowance shall remain unchanged.

Section 7. Education Incentive

The City agrees to maintain the current education incentive program for Airport Police Personnel, as outlined in Department of Personnel Pay Regulation C-1.

Section 8. Other Provisions

Overtime and other compensation provisions contained in Ordinance 71512 will not change. The parties understand and agree that compensation increases described herein shall become effective if and when a compensation ordinance containing said terms is approved and becomes effective.

Section 9. - Wage Re-Opener

The parties hereby agree to a Wage Re-Opener for Fiscal Year 2025 and 2026.

ARTICLE 17 - COMPLETE AGREEMENT

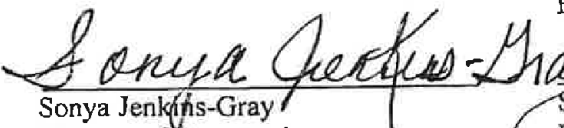
This Agreement, together with the appendices referred to herein, constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, obligations and understandings of the parties, both written and oral, related to the subject matter herein.

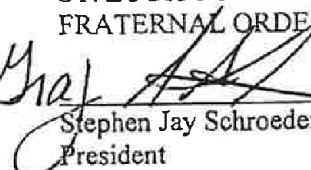
ARTICLE 18 - DURATION AND RENEWAL OF AGREEMENT

Except for the compensation terms contained in Article 16, this Agreement shall be effective for a period from the date of its execution, until June 12, 2026 provided that the City operates the Airport Police Department and shall be binding during its term upon the parties to this Agreement.

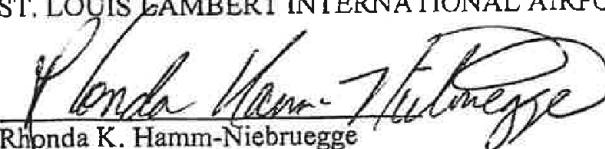
CITY OF ST. LOUIS

ST. LOUIS POLICE OFFICERS' ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE 68


Sonya Jenkins-Gray
Director of Personnel


Stephen Jay Schroeder
President

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT


Rhonda K. Hamm-Niebruegge
Director of Airports

Unless otherwise noted, all items are replaced when worn or broken

RECRUIT	QUANTITY AUTHORIZED	PATROL OPERATIONS	QUANTITY AUTHORIZED
* One Issue only:		Shirt, Long Sleeve, French Blue	3
*Shirt, Long Sleeve Dickies Khaki	3	Shirt, Short Sleeve, French Blue	3
*Pants, Dickies Khaki	3	Pants, Winter Weight, Navy	3
*Belt, Pants - regulation black	1	Pants, Summer Weight, Navy	3
*T-Shirt, CMPA PT Gray	3	Sweater, Navy	1
*Shorts, CMPA PT Black Nylon	3	Duty Jacket, w/ Police Panels	1
*Sweatshirt, CMPA PT Black	1	Garrison Hat	1
*Sweat Pant, CMPA PT Black	1	Raincoat	1
*Jacket, CMPA PT Black Nylon	1	Rain Cap Cover	1
*Tactical Shirt, Range Long Sleeve Khaki	1	Cap, Trooper	1
*Tactical Pants, Range Khaki	1	Cap, Baseball Navy	1
		Cap, Knit Winter	1
		Tie	1
		Gloves	1
		Dickie, for Shirt	1
		Medical Glove Case	1
		Gloves, Medical	1
		Handcuffs, with key	1 each
		Asp Holder	1
		Asp Baton	1
		Pouch, Radio	1
		800 MHz Radio, Mic, Battery, Charger 1	1 each
		Key Ring Holder	1
		Duty Outer Belt	1
		Inner Belt, w/ Velcro Closure	1
		Body Armor	1
		Outer Carrier, Vest French Blue	1
		Name Tags	2
		Duty Leather Belt	1
		Duty Holster	1
		Belt Keepers	4
		Weapon, Glock 22	1
		Magazine	3
		Magazine Case, Double	1
		Handcuff Case	1
		OC Holder	1
		Oleoresin Capsicum Foam	1
		Flashlight Case	1
		Flashlight, ProTac HL	1
		Badge & Cap Piece Set	1 each
		Whistle, with Chain	1 each
		Traffic Vest	1
		Gear Bag	1
		Tourniquet, with hard case	1
		CPR Face Shield, with nylon case	1
		Business Cards, box	1
		Dress Jacket (after 5 years service)	1
REPLACEABLE ITEMS			
ISSUED DURING ACADEMY TRAINING:			
Name Tags	2		
Duty Leather Belt	1		
Duty Holster	1		
Belt Keepers	4		
Weapon, Glock 22	1		
Magazine	3		
Magazine Case, Double	1		
Handcuff Case	1		
Mace Holder	1		
Flashlight Case	1		
Flashlight Case, ProTac HL	1		
ASP Holder	1		

555
SJS

Unless otherwise noted, all Items are replaced when worn or broken

K9 OFFICER All Patrol Operations Equipment and	QUANTITY AUTHORIZED	DETECTIVE All Patrol Operations Equipment and	QUANTITY AUTHORIZED
BDU shirt, Long Sleeve, Black	3	Ballistic Tactical Cover Vest, Black	1
BDU Shirt, Short Sleeve, Black	3	Jacket, Hidden Agenda	1
Shirt, Turtleneck, Black	1	Duty Holster, Black Matte	1
T-Shirt, Black	3	Paddle Holster, Black Matte	1
BDU Cargo Pants, Black	3	Magazine Case, Double Matte	1
Duty Jacket, Black	1	Detective Badge with holder	1
Jacket, Hidden Agenda	1	Weapon, Glock 27	1
Outer Carrier, Vest Black	1		
Cap, Knit Black	1		
Cap, Baseball Black	1		
Boots	1		
WEB GEAR:			
Belt, Duty	1		
Belt, Trouser	1		
Holster, Duty	1		
Belt Keepers	4		
Magazine Case, Double	1		
Handcuff Case	1		
Medical Glove Case	1		
Key Ring Case	1		
ASP Holder	1		
OC Holder	1		

SJS
LH

Unless otherwise noted, all items are replaced when worn or broken

HAZMAT EQUIPMENT	QUANTITY AUTHORIZED	CIVIL DISOBEDIENCE RESPONSE TEAM	QUANTITY AUTHORIZED
Will Include:		Helmet	1
Facepiece with Kevlar Head		Cargo Pants, Blue	1
Harness	1	BDU Shirt, Blue	1
Adapter, AV2000 40 MM	1	Shin Guards	2 each
Cartridge, N1 Enforcement	1	Gas Mask, with carrier	1 each
Leg Strap, Tactical Facepiece	1	Adapter, AV2000	1
		Cartridge, filter	1
Will Return:			
HazMat Duffel bag	1		
Boots, rubber	1		
Covers, for rubber boots	1		
Mask, SCOTT AV2000	1		
Carrier bag, for mask	1		
Cartridge, N1 Enforcement	1		
Adapter, AV 2000	1		
Cartridge, White Plastic for Traini	1		
Chem Suit	1		
Gloves, NU 1513	1		
Gloves, Disposable Cloth	1		
Gloves, Disposable Latex	1		
Duct Tape, Roll	1		

SJS
Lg

